

Bishop's University

Association des professeur(e) de Bishop's University

Collective Agreement - Faculty

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1.00 **PREAMBLE**

The Association des professeur(e)s de Bishop's University and the Corporation of Bishop's University recognise that the function of the University is to advance learning and to disseminate knowledge, through teaching, through scholarship, through other creative activities, and also through service to the community. It is recognised that the efficient fulfilment of these purposes requires the University Community to apply the soundest intellectual judgements and ethical ideals in its own practices and in the nurture and care of its own resources. The Association des professeur(e)s of Bishop's University and the Corporation of Bishop's University agree to cooperate in the promotion of these purposes by endeavouring to create and maintain harmonious relationships within the University.

The purpose of this Agreement is to establish the rights and corresponding responsibilities of the Corporation, of the Association, and of the individual teaching members, in matters covered by this Agreement, in order that the purposes of the University may be achieved.

2.00 **DEFINITIONS**

2.01 "Corporation"

Hereafter in this Agreement the word "Corporation" shall mean "Bishop's University", which was incorporated under the name "Bishop's College" by the Act 7 Victoria, chapter 49 and amendments thereto.

2.02 "Association"

Hereafter in this Agreement the word "Association" shall mean the Association des professeurs de Bishop's University.

2.03 "Member"

Hereafter in this Agreement the word "member" shall mean a teaching member of the bargaining unit as defined in the Certificate of Fusion issued by the Department of Labour and Manpower of the Province of Quebec dated 12 November 1992. Partial appointees, as defined in Article 6.01, will also be members.

2.04 "Senate"

Hereafter in this Agreement the word "Senate" shall mean that body established by Section 6 of the Rules, Orders, and Regulations of Bishop's University.

2.05 "Academic Year"

Hereafter in this Agreement the words "academic year" shall mean the period from July 1st of one year to June 30th of the following year.

3.00 MANAGEMENT RIGHTS OF THE CORPORATION

Subject to the provisions of this Agreement and to the provisions of the Rules, Orders and Regulations of Bishop's University, the Association acknowledges the right of the Corporation to operate and manage Bishop's University, and to exercise all the powers, authorities, rights, and privileges conferred on the Corporation of Bishop's University by the Act 7 Victoria chapter 49 and amendments thereto, or by any other Act or its regulations.

4.00 RECOGNITION, RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

4.01 Recognition

The Corporation recognises the Association as the sole official representative and exclusive bargaining agent of members regarding matters governed by this Agreement.

4.02 Representation

In matters covered by this Agreement, the Corporation shall not bargain with nor enter into any agreement with a member or group of members other than those designated by the Association. Neither shall the Corporation meet with any member or group of members undertaking to represent the Association without the proper authorization of the Association. In representing a member or group of members an elected or appointed representative of the Association shall be the spokesperson. In order that this may be carried out, the Association shall supply the

Corporation with the names of its officers and negotiators. Likewise, the Corporation shall supply the Association with a list of its designated authorities, including negotiators with whom the Association may be required to transact business.

4.03 No discrimination

The Association and the Corporation agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised toward any member in respect to salaries, benefits, pension, appointments, rank, promotion, tenure, dismissal, sabbatical or other leaves, or any other terms and conditions of employment by reason of age, race, creed, colour, national origin, political or religious activity and affiliation or belief, sex, sexual orientation, marital status and/or family relationship, physical handicap, or membership and activity in the Association.

Notwithstanding the above, no individual within the University Community shall infringe the rights, academic or otherwise, of other individuals within that Community.

4.04 University services

The Corporation agrees to provide without charge to the Association:

- a) Office number McG 304 including the usual office furniture.
- b) The use of suitable rooms for meetings of the Association according to established procedures for the reservation of rooms.

The Association shall have the right to use all of the normal University services as provided for members, including secretarial and duplicating services, with the understanding that the business of the Association shall be given the same priority as faculty correspondence. These services shall be supplied at the Association's expense and shall be billed as necessary.

4.05 Access to the University

The Association shall have the right at any time to invite representatives of the Canadian Association of University Teachers (C.A.U.T.) and of the Fédération québécoise des professeures et professeurs d'université (FQPPU) and legal counsel and other advisors to enter the University for the purpose of consultation with the Association. Such representatives and legal counsel shall be permitted to enter the University property for such consultations.

4.06 Dues check-off

A member is not required to join the Association as a condition of employment. However, all members, whether or not they join the Association, shall pay the equivalent of the Association dues.

4.07 Dues remittance

The Corporation shall deduct Association dues or their equivalent every two weeks from the salary of each member within thirty (30) days of learning from the Association the amount to be deducted. The Corporation shall remit to the Association, within seven (7) days of the date deductions were made, a cheque payable for the total amount deducted, together with a list in duplicate of all members showing the salary and the amount deducted. A statement of the cumulative amount deducted shall be sent at the end of the financial year.

The amount to be deducted by the Corporation may not be modified more than once in any six (6) month period, and such modification shall take effect as of the second salary date following the receipt by the Corporation of a written notice of the new deductions.

4.08 Information

The Corporation agrees to provide the Association on request and within seven (7) days, unless otherwise agreed upon by the Corporation and the Association, the following information:

- a) Names, status, ranks and salaries of all the members.
- b) A list of recently appointed members, with their status, ranks and salaries, and copies of all accepted letters of appointments.
- c) Salary scales, 10th and 90th percentiles, median and average salaries for the total bargaining unit.
- d) Audited annual financial statements of the University.
- e) Cost of benefits.
- f) Actuarial reports on the Pension Plan.
- g) Budgetary projections including income and expenditures in any academic year for academic, administration, buildings and grounds, library budgets, student services and auxiliary services budgets, subdivided as required.

Notwithstanding the above, the Corporation shall not be required to supply information which is solely prepared in formulating the negotiating position of the Corporation.

- h) The Corporation agrees to transmit to FQPPU the magnetic tape and the listings which contain the information of the "sous-fichier (Utilisation FQPPU) sur la caractérisation des masses salariales".
- i) The Corporation shall provide to the Association at the end of each semester a list of all part-time courses taught by members and non-members in that semester with names of the part-time faculty.

4.09 Resolutions and Reports of the Corporation and of the Executive Committee of Corporation

In matters covered by this Agreement, the Corporation agrees that any reports or recommendations about to be made to or by its Executive Committee shall be communicated in writing to the Association at the same time as they are supplied to the individuals on the Corporation or the Executive Committee.

4.10 Copies of all agenda and minutes of the Corporation or its Executive Committee shall be forwarded to the Association at the same time as sent to the individuals on the Corporation or the Executive Committee.

4.11 The Association shall have the right to have an observer and, when possible with prior approval of the Chairman, make representations to all meetings of the Corporation of Bishop's University and the Executive Committee of Corporation in matters covered by this Agreement.

4.12 Service to the Association

The service of a member to Committees of the Association or to Joint Committees established by this Agreement shall be considered in the evaluation of performance under Sections 7 or 8, and shall be considered to be equivalent to similar duties performed in other University committees.

4.13 The President of the Association shall have a right to a reduction of six credits in teaching load per academic year while in office.

4.14 Access during strikes or lockouts

In the event of a strike or a lockout, a member whose ongoing research requires access to University facilities in order to prevent irreparable damage to research (such as the loss of life and/or decomposable materials) shall be allowed access to the facilities usually associated with such research.

4.15 Strikes or lockouts

In accordance with the provisions of the Labour Code there shall be no strikes or lockouts during the term of the present Agreement.

4.16 Leaves from Bargaining Unit

If a member leaves the bargaining unit in order to assume an administrative position he/she may return to his/her appointment without loss of any rights under the Collective Agreement that he/she would have acquired had he/she not taken leave. Each leave should be limited to a maximum of four (4) years, renewable once.

5.00 ACADEMIC FREEDOM

The Corporation and the Association acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, the

parties agree to abide by the principles of academic freedom as expressed in the following statement. Academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without deference to prescribed doctrine, as well as the right to criticize the University, the Corporation and the Association in a lawful and nonviolent manner, and to criticize society at large. Specifically, and without limiting the above, academic freedom entitles members to: a) freedom in carrying out their activities as teachers subject to the academic regulations of Senate, b) freedom in pursuing research and scholarship and in publishing or making public the results thereof, and c) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual, nor does it preclude commitment on the part of an individual. Rather academic freedom makes such commitment possible. The right to academic freedom carries with it the duty to use that freedom in a responsible way.

6.00 RANKS AND APPOINTMENTS

6.01 Appointments to the Faculty shall be of five kinds.

- a) Full-time appointments with tenure, that is permanent appointments for an unlimited term, which can only be acquired or terminated according to the provisions of this Agreement.
- b) Full-time probationary appointments, of three (3) years duration, which may be renewed once. Members given probationary appointments may expect to attain a tenured appointment if such an appointment is merited.
- c) Partial appointments with tenure, which are appointments for an unlimited term with responsibility to teach less than a full-time course load but not less than one-half (1/2) that full-time course load and to assume correspondingly fewer administrative responsibilities. Such appointments can only be acquired or terminated according to the provisions of this agreement.
- d) Partial probationary appointments of three years duration, which may be renewed twice. A member given a partial probationary appointment may expect to attain a tenured partial appointment if such is merited. In order to be considered for a partial probationary appointment, a candidate should have accumulated a minimum of three years part-time teaching at the University.

When a member who has been a partial appointee is named to a full-time position through the regular appointment procedure, he/she shall be given credit towards his/her first probationary contract as a full-time member equal to the equivalent full-time years taught while a partial probationary member. If such equivalent calculation includes a fraction of a year the fraction shall be deducted. Notwithstanding Article 6.01 b), the probationary period would be as follows:

- i) Where one equivalent full-time year of partial probationary service is credited, the initial probationary period will be two years which may be renewed for a further three years.
- ii) Where two equivalent full-time years of partial probationary service are credited, the probationary period will be four years and may not be renewed.

iii) Where three equivalent full-time years of partial probationary service are credited, the probationary period will be three years and may not be renewed.

e) Temporary appointments, which are appointments of an exceptional nature. These appointments will not normally replace probationary appointments but, for example, will be made to replace faculty on leave and/or late resignations. They are for a stated term but in no case may exceed a total of three consecutive years. They carry no implication that the appointee is on probation or a candidate for a tenured appointment. An appointment for two semesters shall be for ten months, and a one semester appointment shall be for five months.

If succeeded by a probationary appointment, the years of temporary service, to a maximum of three years, will be applied against the probationary period. In this respect, an appointment of two semesters shall count as for one year of past service, and a one semester appointment shall count as six months.

In this case and notwithstanding Article 6.01 b), the probationary periods will be the following:

i) Where one year of temporary service is credited, the initial probationary period will be two years which may be renewed for a further three years.

ii) Where two years of temporary service are credited, the probationary period will be four years and may not be renewed.

iii) Where three years of temporary service are credited, the probationary period will be three years and may not be renewed.

6.02 A member shall be appointed to a rank in one of the following two streams: (a) Instructor, Senior Instructor, (b) Lecturer, Assistant Professor, Associate Professor or Full Professor. These ranks are defined as being those traditionally understood as such in Bishop's University practice.

Notwithstanding the above, future initial appointments to the University at the rank of Assistant Professor or above shall require that the candidate have a Ph.D. or qualifications judged by an Appointments Committee to be acceptable in its place.

6.03 All members presently appointed to one of these ranks shall continue to hold that rank as of the effective date of this Collective Agreement.

6.04 All members who have tenure prior to the commencement of this Agreement or receive tenure during the life of the Agreement shall have and hold tenure independently of the existence of this Agreement.

6.05 Authority to fill a vacancy or to make a new appointment in the full-time or partial academic staff is granted by the Corporation on recommendation of Senate, and the Corporation shall specify the kind and rank of appointment to be made.

6.06 An Appointments Committee shall consist of all the continuing members of the Department

in which the vacancy exists, the Dean of the appropriate Division and two other individuals. If the number of continuing members in the Department is less than three, the appropriate Division shall nominate sufficient members to the Committee so that it contains three members, the Dean of the appropriate Division and two other individuals. If there are more than four continuing members of the Department, then the Committee shall consist of all continuing members of the Department in which the vacancy exists, the Dean of the appropriate Division and three other individuals.

6.07 The Appointments Committee shall be convened by the Dean of the Division which includes the Department concerned. A Chairperson of the Appointments Committee shall then be elected from and by the individuals on the Committee.

6.08 Openings in the full-time academic staff of the University must be advertised in appropriate academic and professional journals. Such advertisements shall be prepared by the Dean of the Division and the members of the Department concerned, and the Dean shall place the advertisements and send a copy to the Association. The advertisement must make clear the needs which the Corporation wished to meet in authorizing the appointment.

6.09 Notwithstanding Article 6.08, temporary appointments of extreme urgency and of a maximum duration of one year may be made without advertisement at the discretion of the Principal after consultation with the available members of the Department. However, all details of such appointments should be laid before the Senate and the Executive Committee of Corporation at the meetings which immediately follow such decisions.

6.10 Applications for full-time and partial appointments shall be directed to the Dean of the Division concerned. The Dean shall immediately forward them to the Chairperson of the Committee who will be responsible for preparing a complete set of the applications received together with all supporting documentation. The Committee shall then establish a short list of Applicants, and the Chairperson of the Committee shall arrange for interviews of candidates by the Committee.

6.11 At the close of its deliberations the Appointments Committee shall submit to the Principal a report containing a short list of those candidates it deems best qualified for the post in order of priority with supporting documentation. The Committee shall also recommend the appropriate step in rank for each candidate. In the event that the Principal does not agree with the list prepared by the Appointments Committee, the Principal shall meet with the Committee in order to try to reach agreement. If agreement is not achieved a probationary appointment shall not be made in that year to fill the vacancy in question, and the appointment procedure shall be followed anew during the following academic year.

6.12 When the list of candidates has thus been decided, the Dean of the Division concerned and Chairperson of the Appointments Committee shall negotiate with the approved candidates in order of priority and within the restrictions as to rank and salary imposed by the Corporation in authorizing the filling of the vacancy, and they shall report to the Appointments Committee. The name of the accepting candidate shall be transmitted by the Principal to the Corporation for ratification.

6.13 A recommendation from the Appointments Committee that tenure be granted on appointment shall require the approval of the Committee on Reappointment and Tenure (CRT). (Article 7.05)

6.14 The Appointments Committee may apply a maximum of three years of service at another institution against the probationary period of a full-time appointee. In this case, and notwithstanding Article 6.01 b), the probationary periods will be the following:

- i) Where one year of service is credited, the initial probationary period will be two years which may be renewed for a further three years.
- ii) Where two years of services are credited, the probationary period will be four years and may not be renewed.
- iii) Where three years of services are credited, the probationary period will be three years and may not be renewed.

When a partial appointee has more than three years of part-time teaching at Bishop's, the Appointments Committee may recommend that the total probationary period be reduced by a number of years equivalent to the additional credits taught up to a maximum of three equivalent years. In such a case, the probationary periods will be as follows:

- i) Where one equivalent year is credited, the initial probationary period shall be two years which may be renewed for two further periods of three years.
- ii) Where two equivalent years are credited, the initial probationary appointment shall be four years which may be renewed for a further period of three years.
- iii) Where three equivalent years of service are credited, the initial probationary period shall be three years which may be renewed once.

6.15 Each new member shall receive a letter of appointment from the Principal which will include only:

- a) the date on which the appointment takes effect.
- b) the date on which the appointment terminates, if applicable;
- c) the length of the probationary period where article 6.01 d) and e) or 6.14 applies;
- d) the kind of appointment as defined in Article 6.01, the step in rank and all other information concerning salary scales and economic benefits;
- e) the discipline and the Department to which the member will be attached and the

mutually agreed field of competence of the appointee;

f) any other recommendations of the Appointments Committee which are not conditions of appointment;

g) any other functions over and above teaching duties which will form part of the normal work load.

A copy of the letter of appointment shall be delivered to the Association and to the Appointments Committee at the same time as it is delivered to the new member.

6.16 Special conditions of employment other than those in this Agreement shall not be made part of any appointment.

6.17 Each letter of appointment shall be accompanied by a copy of this Agreement and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement.

6.18 Chairpersons of Departments shall be elected by the members in the Department from its full-time probationary or tenured members, for terms of two years. Such elections shall be held in April. The Chairpersons' duties and responsibilities will be as described in the document "Responsibilities of Departmental Chairs" approved at the 317th meeting of Senate.

6.19 The Corporation and the Association agree that there will be full involvement of members in the creation of new academic administrative appointments and in the selection of academic administrators.

6.20 Resignation of members

Resignation by a member with effect from the end of the academic year, that is the thirtieth of June, should be tendered to the Principal in writing on or before the 31st of December of that academic year.

7.00 RE-APPOINTMENT AND TENURE

7.01 A member holding an initial full-time probationary appointment shall be considered for reappointment during the first semester of the third year of this appointment. A member holding a partial probationary appointment at any rank and members holding probationary appointments at the ranks of Instructor and Senior Instructor shall be considered for reappointment during the first semester of the third and sixth years of his/her appointment.

Notwithstanding the above, where one year of temporary service or service at another institution has been applied to the probationary period as provided for in Articles 6.01 e) or 6.14, a full-time member shall be considered for reappointment during the first semester of the second year of his/her appointment; where one equivalent year of part-time service has been applied to the probationary period, as provided for in Article 6.14, a member holding a partial probationary

appointment shall be considered for reappointment during the first semester of the second and fifth years of his/her appointment, where two equivalent years of part-time service have been applied to the probationary period for a member holding a partial probationary appointment the member shall be considered for reappointment during the first semester of the fourth and seventh years of his/her appointment, where three equivalent years of part-time service have been applied the member shall be considered for reappointment in the third year of his/her appointment.

7.02 A member holding a full-time probationary appointment shall be considered for tenure not later than the second semester of the fifth year of service. A member holding a partial probationary appointment at any rank and members holding probationary appointments at the rank of Senior Instructor shall be considered for tenure not later than the second semester of the eighth year of service.

Notwithstanding the above, where two years of temporary service or service at another institution have been applied to the probationary period, as provided for in Article 6.01 e) or 6.14, a full-time member shall be considered for tenure not later than the second semester of the third year of his/her appointment and where three years of temporary service or service at another institution have been applied to the probationary period, he/she shall be considered for tenure not later than the second semester of the second year of his/her appointment.

Notwithstanding the above, for a member holding a partial probationary appointment, where one year of equivalent part-time service has been applied to the probationary period as provided in Article 6.14, he/she shall be considered for tenure not later than the second semester of the seventh year of his/her appointment, where two years of equivalent part-time service have been credited, he/she shall be considered for tenure not later than the second semester of the sixth year of his/her appointment and where three years of equivalent part-time service have been credited, he/she shall be considered for tenure not later than the second semester of the fifth year of his/her appointment.

If tenure is to be awarded, it shall be effective from the 1st of July following the decision.

7.03 The time spent on full-time leave for academic or professional development or on leave without salary shall not be included in the probationary period before consideration for tenure.

A member shall not be considered for reappointment or tenure during such leave but shall be considered upon return following the leave.

7.04 Re-appointment or the granting of tenure may be subject to any decisions as to the size and composition of the Faculty which have been reached following the procedures outlined in Sections 18.00 and 19.00.

7.05 The Committee on Re-appointment and Tenure (CRT) shall make recommendations to the Corporation concerning the renewal or termination of a probationary appointment and the award of tenure.

7.06 Tenure may be awarded or probation extended only if recommended by the CRT or on decision of the External Appeals Committee (EAC).

7.07 The CRT shall be composed of the following six individuals:

a) three members, two of whom must be tenured and at least one of whom must hold the rank of Full Professor, who shall be elected from and by the members,

b) one alternate to the three members in a), who shall be a tenured Full Professor, shall also be elected from and by the members. The alternate shall serve in the event an elected member is precluded from serving because of illness or because he/she is personally involved in the matter under consideration. A member shall be considered personally involved only in matters that concern any individual in his/her family. A member may stand down from consideration of any case at his/her option and the alternate shall then replace that member.

c) one Dean.

d) two other persons.

7.08 Elections to the CRT shall be held each year in March or April by postal ballot conducted by the Faculty Council. At least 50% of the membership of the bargaining unit must cast ballots and, to be elected, a member must receive 50% plus one of the votes.

The term of office shall be three academic years beginning July 1. The alternate member shall also be elected for a term of three academic years.

Where a member of the CRT does not serve his/her full term, the replacement shall be elected for the unexpired portion of the term.

7.09 Recognizing that the University is predominantly an undergraduate teaching institution, the Committee shall consider teaching performance as the primary criterion in the evaluation of members for tenure and/or renewal of probation. However, it is agreed that teaching must be informed by adequate scholarship. The other criteria shall be scholarly and other creative activity, research and publications, professional qualifications, experience, and activities, and other contributions to the University, including service on University and Association committees.

The evaluation of these criteria shall be subject to Article 10.12.

7.10 Method of Procedure of CRT

a) The CRT shall elect annually a chairperson and a secretary.

b) A quorum of the CRT shall be five (5).

c) Any motion shall be formally voted on, and to carry shall require at least four (4)

affirmative votes. All votes of the CRT shall be recorded.

d) An abstention shall be considered a vote against any motion.

e) The CRT shall give seven (7) days notice in writing to the member concerned that his/her case is to be considered by the committee with a statement of the nature of the case.

f) The CRT shall keep minutes of all its meetings.

g) The CRT shall only consider written evidence and only concerning the following criteria:

(i) Teaching performance.

(ii) Scholarly and other creative activity, and research and publications which, at the member's option, may include those carried out or published prior to appointment at Bishop's University and which may, at the member's option, be submitted for external evaluation before or after the preliminary decision of the Committee. In such cases, there are to be two external evaluators: the candidate provides two or more names of which the CRT must include one but they may, at their option, add another.

(iii) Professional qualifications, experience and activities.

(iv) Contributions to the University including service on University and Association Committees.

Instructors and Senior Instructors will be evaluated only under the criteria of (i) and (iii) above. However these members may submit any documentation they wish for consideration by the CRT.

h) The CRT shall seek student opinion on the teaching ability and performance of members using the questionnaire and procedures established by Senate.

i) The CRT shall post a notice inviting submissions in writing from every member and the Deans of the appropriate Divisions concerning each member to be considered by the CRT. A copy of this notice shall be sent to each member. The member being considered has the right to receive copies of all such submissions.

j) Notwithstanding Article 7.10 g) above, the CRT may question any person who has submitted written information on matters pertaining to his/her submission.

k) Except insofar as the procedures under the terms of this Agreement require the communication of information, the documents and deliberations of the CRT are

confidential to that Committee.

l) All the records of the CRT shall be kept in the Office of the University Secretary. A list of people eligible to consult these records shall be established each academic year in accordance with the provisions of Article 14.02. Files must be signed for on receipt and on return.

The contents of all files must be listed.

7.11 If the CRT reaches a negative preliminary recommendation, it shall inform the member of its recommendation within seven (7) days and provide him/her with a written statement of all the reasons. The member has then the right to examine his/her file and to obtain copies of any documents in the file, and a statistical summary of the scores assigned in the four different categories referred to in Article 7.10 g) for all members considered in the same year, in a manner which will not allow individuals to be identified. The member shall then have the right to meet with the Committee to discuss all the accumulated documentary evidence and the appropriate minutes, to introduce any new written evidence, and to be accompanied by another member of his/her choice. The member may require any other individual who has made a submission to the CRT concerning his/her case to meet jointly with the Committee and the member being evaluated. Not more than fourteen (14) days following notification of the preliminary recommendation shall be allowed for the use of these procedures by the member.

The CRT shall inform the Principal of its negative preliminary recommendation at the same time as the member. The Principal may then make a written submission to the CRT, with a copy to the member, and meet with the Committee in order to discuss the matter. The member may then also meet with the Committee in order to discuss the Principal's submission.

The Committee shall, after further consideration of all evidence, reach a final recommendation, and within twenty-one (21) days of the notification of the member of the preliminary recommendation, so inform the member in writing with a final and total statement of reasons for this recommendation.

At the same time, the final recommendation of the CRT, together with the statement of reasons and a complete file of the CRT, shall be forwarded to the Principal.

7.12 The final recommendation of the CRT, together with a statement of reasons and its complete file, shall be forwarded to the Principal not later than November 21st in cases of renewal of probationary appointments, or March 21st for awards of tenure.

7.13 The decision of the Principal on renewal of appointment or tenure must be transmitted in writing to the member on or before the 1st day of December in the event of the renewal or non-renewal of a probationary appointment, and on or before the 7th of April for the award of tenure. In the event of a negative decision, and notwithstanding any appeal, this shall constitute notice of termination of employment taking effect at the end of the normal probationary period applicable to the member concerned.

If the decision of the Principal is contrary to the CRT's positive recommendation, the Principal shall give a statement of reasons for the decision to the CRT and to the member.

In the event of a negative recommendation with which the Principal must concur but with which he does not agree, he may prepare a final statement of his position and submit it to the CRT and to the member.

7.14 Should the Principal's decision concerning positive recommendations from the CRT not be transmitted before the appropriate dates in Article 7.13, these positive recommendations become the decisions of the Corporation and the member shall be reappointed for a further probationary period or receive tenure as the case may be.

Should the Principal's decision with regard to a negative recommendation concerning a renewal of probation not be transmitted to the member on or before the 1st of December, then, notwithstanding Articles 6.01 b) and 6.01 d), the member shall be reappointed for an additional period of one academic year during which the case shall be reconsidered.

Should the Principal's decision with regard to a negative recommendation concerning the award of tenure not be transmitted to the member on or before the 7th of April, then, notwithstanding Articles 6.01 b) and 6.01 d), the probationary appointment shall be extended by an additional academic year and the case shall be reconsidered during the academic year following the CRT's negative recommendation.

7.15 Within fourteen (14) calendar days of receipt of the Principal's decision, the member has a right to appeal the said decision to the EAC (External Appeals Committee). The appeal must be filed by the member within the fourteen day delay by informing the Principal in writing with a copy to the Association.

7.16 Should the member fail to advise the Principal in writing within the above mentioned delay, the member's right to appeal will be deemed to have been abandoned.

7.17 The EAC shall consist of one individual chosen by the Corporation and one chosen by the appellant, both from the academic community at large and with expertise within the appellant's discipline, and a chairperson from the list of arbitrators in Article 17.22 selected according to the procedure provided for in that Article.

The date of the hearing shall be arranged by the Chairperson of the EAC.

7.18 The EAC shall be given the complete file on the matter by the Principal, shall be empowered to rehear the case, and shall follow procedures and guidelines consistent with the terms of this Agreement.

The EAC shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions, nor to render any decision inconsistent with the terms of this Agreement.

7.19 The EAC's decision shall be communicated in writing to the Principal and to the member, with copies to the CRT and the Association with all possible despatch. The decision of the EAC shall be final and binding upon the Corporation, the member, and the Association.

7.20 In the event that the appeal is upheld, the notice of termination (Article 7.13) is annulled and the appellant's reappointment or tenure, as the case may be, takes effect retroactively, if need be, to the date at the end of his last probationary period, with full compensation for salary and other benefits and recognition of all other rights and benefits under the collective agreement.

7.21 The parties will bear the costs of their representatives and will share equally the costs of the Chairperson of the EAC.

8.00 PROMOTION - EVALUATION OF MEMBERS

8.01 A Faculty Evaluation Committee (FEC) shall be formed whose purposes will be to evaluate periodically the teaching, scholarly and other creative activities, research and publications, professional qualifications and experience, and other activities in and contributions to their profession and to the University of all members, to consider them for promotion, to award sabbatical leaves and to evaluate research projects in accordance with Article 10.13.

8.02 The FEC shall be composed of a Dean and three tenured members elected from and by the members. The term of office of the elected members shall be two years. A member shall not hear his/her own case or that of his/her family but shall stand down and let the alternate serve. One alternate member shall be elected for a period of one year. Elections to the FEC shall be held each year in March or April by postal ballot conducted by the Faculty Council. At least 50% of the membership of the bargaining unit must cast ballots and, to be elected, a member must receive 50% plus one of the votes.

8.03 Method of Procedure of the FEC

- a) The FEC shall elect annually a chairperson and a secretary.
- b) A quorum of the FEC shall be four (4).
- c) Any motion shall be formally voted on and to carry shall require at least three (3) affirmative votes. All votes of the FEC shall be recorded.
- d) An abstention shall be considered a vote against any motion.
- e) The FEC shall give seven (7) days notice in writing to the member concerned that his/her case is to be considered by the committee with a statement of the nature of the case.

A member has then the right to meet with the FEC prior to its preliminary decision.

- f) The FEC shall keep minutes of all its meetings.

g) The FEC shall only consider written evidence only concerning the following criteria:

i) Teaching performance.

ii) Scholarly and other creative activity, research and publications which may, at the member's option, include those carried out or published prior to appointment at Bishop's University and which may, at the members option, be submitted for external evaluation before or after the preliminary decision of the Committee. Article (8.10).

In such cases there are to be two external evaluators: The candidate provides two or more names of which the FEC must include one but they may, at their option add another.

iii) Professional qualifications, experience and activities.

iv) Contributions to the University including service on University and Association Committees.

Instructors and Senior Instructors will be evaluated only under the criteria of (i) and (iii) above. However these members may submit any documentation they wish for consideration by the FEC.

h) The FEC shall seek student opinion on the teaching ability and performance of members using the questionnaire and procedures established by Senate.

i) The FEC shall post a notice inviting submissions in writing from every member and the Deans of the appropriate Divisions concerning each member to be considered by the FEC.

A copy of this notice shall be sent to each member.

The member being considered has the right to receive copies of all such submissions.

j) Notwithstanding Article 8.03 g) above, the FEC may question any person who has submitted written information on matters pertaining to his/her submission.

k) Except insofar as the procedures under the terms of this Agreement require the communication of information, the documents and deliberations of the FEC are confidential to that Committee.

l) All the records of the FEC shall be kept in the office of the University Secretary. A list of people eligible to consult these records shall be established each academic year in accordance with the provisions of Article 14.02. Files must be signed for on receipt and on return. The contents of all files must be listed.

m) A complete list of all policies adopted by the FEC shall be made available to the Association and to all members at the time they are adopted and to subsequent FEC committees.

8.04 Recognizing that the University is predominantly an undergraduate teaching institution, the

Committee shall consider teaching performance as the primary criterion in the evaluation of members for promotion or periodic evaluation. However, it is agreed that teaching must be informed by adequate scholarship. The other criteria shall be scholarly and other creative activity, research and publications, professional qualifications, experience, and activities, and other contributions to the University, including service on University and Association Committees.

The evaluation shall be subject to Article 10.12.

8.05 Tenured Associate Professors and Senior Instructors shall be evaluated four (4) years from the date of their last evaluation by the CRT or the FEC and then in accordance with Article 8.07, if applicable.

Tenured Full Professors shall be evaluated every five (5) years from the date of their last evaluation by the FEC.

A member shall not be evaluated during a year he/she is on leave of any kind from the University but shall be evaluated on their return.

8.06 Following an evaluation, the FEC may recommend the payment of a merit bonus of \$2000 when it judges that a member's performance has exceptional merit. The maximum number of merit awards will be two in any academic year.

The FEC may recommend to withhold progression by not granting a step in rank when it judges that a member's performance is inadequate.

In the case of a Full Professor at the maximum level of the salary scale, the Committee may recommend withholding for one year an amount of up to 2% of his/her salary if his/her performance is judged inadequate.

8.07 Lecturers and Instructors shall be considered for promotion every second year. Assistant Professors and Associate Professors shall be considered at the sixth and all subsequent steps in the rank; this position in rank to include steps granted on appointment according to Article 6.15.

A member may request that he/she not be considered for promotion.

In addition to the criteria listed below, promotion to any rank shall require satisfactory teaching performance.

Promotion to the rank of Assistant Professor shall require that a member has a Ph.D. degree or qualifications judged to be acceptable in its place.

Promotion to the rank of Associate Professor shall require evidence of satisfactory performance under Articles 8.03 g) ii and iii, except that teaching performance judged by the FEC to be significantly better than usual at the University may be by itself grounds for promotion to the rank of Associate Professor.

Promotion to the rank of Full Professor shall require evidence of external evaluation of research and scholarly and other creative activities, except that a record under other criteria (Article 8.03 g) that is judged by the FEC to be exceptional may compensate for the absence of such evidence.

8.08 Promotions may not be made, nor sabbaticals awarded, nor merit awards given, nor increments or salary withheld other than in accordance with a decision of the Principal in accord with a recommendation of the FEC, or the decision of the FAC (Article 8.13), or of an arbitrator (Section 17), as the case may be.

8.09 After final evaluation of all members under consideration, the FEC may recommend to award merit (Article 8.06) to one member for teaching performance and to one member for scholarly and other creative activity, research and publications. Each member may receive the sum of \$2000. At the member's request the award may be deposited in the member's conference and professional expenses account (Article 22.03). The criteria contained in Article 8.06 will apply.

8.10 In all cases of evaluation and promotion the FEC shall, within seven (7) days of making a preliminary recommendation, inform the member of that recommendation and provide him/her with a statement of the reasons for the recommendation.

The FEC shall inform the Principal of its preliminary recommendation at the same time as the member is notified. The Principal may then make a written submission to the FEC, with a copy to the member, within 14 days of receiving the preliminary recommendation and meet with the FEC in order to discuss the matter. Notwithstanding the provisions of Article 8.11, the member may meet within seven (7) days of the Principal's submission in order to discuss it with the FEC.

In all cases of Sabbatical Leaves, the FEC shall forward the list of acceptable proposals to the Principal. The Principal shall inform the member of the FEC's decision within seven (7) days of receiving the list. The Principal will officially announce and post the list of members who are to receive Sabbatical leave.

8.11 The member has then the right to examine his/her file and obtain copies of any documents in the file and shall receive a statistical summary of the scores assigned in the four different categories for all members considered in the same year, in a manner which will not allow individuals to be identified. The member shall then have the right to meet with the committee to discuss all the accumulated documentary evidence and the appropriate minutes, to introduce any new written evidence and to be accompanied by another member of his/her choice. The member may require any other individual who has made a submission to the FEC concerning the case to meet jointly with the FEC and the member being evaluated. The Member shall be allowed not more than fourteen (14) days following notification of the preliminary recommendation to make use of these procedures.

The committee shall, after further consideration of all evidence, reach a final recommendation, and within twenty-eight (28) days of the notification of the preliminary recommendation so inform the member and the Principal in writing with a final and total statement of reasons for this

recommendation.

8.12 Within fifteen (15) days of the notification of the final recommendation by the FEC, the Principal shall either accept or not that recommendation and shall advise the member of his/her decision within 15 days of receipt of the recommendation of the FEC.

If the decision of the Principal is contrary to a positive recommendation of the FEC, then the Principal, within 15 days of receiving the positive recommendation of the FEC, shall give a statement of reasons for the decision to the FEC and the member.

In the event of a negative recommendation from the FEC, the Principal must concur and so inform the member within 15 days of receipt of the recommendation. He may prepare a final statement of his/her position and within 15 days of receipt of the recommendation of the FEC submit it in writing to the member and to the FEC.

If the Principal does not advise the member of his/her decision within 15 days of receipt of the recommendation of the FEC, then that recommendation shall become the decision of the Principal.

8.13 The member has the right to submit to the Faculty Appeals Committee (FAC) a decision of the Principal concerning the member, within fourteen (14) days of the posting of or of the receipt of the Principal's decision.

Notice of appeal must be given to the Chairperson of the FAC within fourteen (14) days of receipt of the Principal's decision, failing which the member's right of appeal shall be deemed to have been abandoned.

A copy of such notice shall be forwarded to the Chairperson of the FEC by the member.

8.14 The onus is with the member to establish the grounds for appeal in a written submission. These grounds shall be limited to (a) errors in procedure of the FEC, to (b) whether the decision was a reasonable one in the light of the evidence submitted and (c) whether it was consistent with the other decisions of the FEC within that year.

A copy of the written submission shall be forwarded to the FEC.

In the event that the FAC determines that there was an error in procedure of the FEC, then, nevertheless, the FAC shall determine whether the decision was reasonable and consistent as in b) and c) above.

8.15 The FAC shall not rehear the case nor seek new evidence but it shall have access to all files of the FEC within that year.

The FAC shall follow the procedures and guidelines stated in this agreement.

8.16 The FAC shall be consist of three individuals elected by and from the members. Elections

to the FAC shall be held each year in March or April by postal ballot conducted by the Faculty Council. At least 50% of the membership of the bargaining unit must cast ballots and, to be elected, a member must receive 50% plus one of the votes. Two alternates shall be elected, in a similar manner. The term of service shall be for one (1) year. A member of the FAC may not serve on the FEC, nor hear his/her own appeal nor that of a member of his/her family, nor that of an appellant in the same department, but shall be replaced by an alternate.

8.17 The FAC shall:

- a) Elect a Chairperson for the year of its office.
- b) Convene within fourteen (14) days of notice of request for appeal.
- c) Have available all documentation relevant to the appeal.
- d) Meet with the Chairperson of the FEC, the member involved if he/she so wishes, the Principal, and any other individual the FAC deems appropriate.
- e) Keep minutes of all its meetings.
- f) Render a decision within fourteen (14) days of convening.
- g) Give a detailed report of its decision to the member involved, the Chairperson of the FEC, the Principal and the Association.

An abstention shall be considered a negative vote and the decision shall be that of the majority.

The member involved has the right to appear before the Committee accompanied by a member chosen by him/her to assist in his/her presentation and to speak on his/her behalf.

8.18 The proceedings of the FAC shall be confidential to that Committee. All correspondence on behalf of the FAC shall be agreed to by that Committee. All communications concerning the appeal to/or from the FAC, the FEC, the Principal and/or the appellant shall be in writing or presented before the FAC.

8.19 The decision of the FAC shall be final and binding upon the Corporation, the member and the Association subject to the provisions of Article 17.02.

9.00 DISMISSAL AND DISCIPLINE

9.01 Dismissal shall only be for just and proper cause. Dismissal means the termination of an appointment by the Corporation without the consent of the member and before the end of the contracted appointment period. For a full-time probationary appointment dismissal means termination of the appointment before completion of the initial period of probation or within the following three (3) years if the full-time appointment has been renewed. For a partial

probationary appointment dismissal means termination of the appointment before completion of a period of probation. Dismissal for a tenured member means termination of the appointment at any time other than at retirement. Neither the non-renewal of a probationary appointment, nor the decision to refuse tenure, nor termination for reasons of financial exigency (Article 19), nor termination for reasons of changes in the distribution of faculty for academic reasons (Article 18), constitutes dismissal.

9.02 Cause

"Just and proper cause" for dismissal shall be predicated upon misdeeds that are grave and unusual and that directly render a member unfit to discharge his/her professional responsibilities as defined by this Agreement. Such misdeeds shall not include conduct properly characterized as the exercise of freedom of speech, association or belief, or non-conforming personal or social behaviour. "Non-conforming personal or social behaviour" shall not include failure to conform to the terms of this Agreement nor to carry out the duties and responsibilities stipulated herein.

9.03 "Just and proper cause" shall include and be limited to:

- a) failure to discharge professional responsibilities as defined by this Agreement either through:
 - i) incompetence,
 - ii) persistent neglect, including persistent neglect of duty to students or scholarly/professional pursuits;
- b) gross misconduct leading to the significant and persistent abridgement of the academic freedom of other individuals within the University Community;
- c) gross professional misconduct;
- d) gross misconduct constituting a direct and grave violation of the personal safety of another member or other individuals within the University Community.

9.04 Physical or emotional inability

Physical or emotional inability to carry out his/her reasonable duties is not ground for dismissal, unless the member has persistently and unreasonably refused medical or other appropriate treatment. A person so afflicted shall be granted leave for a maximum period of two (2) years, subject to the agreement of the Association, the Corporation and the member. After consultation with the appropriate Dean, and after advising the Association, the Principal, if he/she has reasonable grounds for belief that a member is physically or emotionally unable to perform his/her duties, may relieve the member of teaching and other duties for one semester pending medical advice, at which time an appropriate solution will be reached. The Principal shall write to the member concerned, giving reasons for relief of his/her duties. During the period of such relief, the member shall continue to receive full salary and other benefits.

9.05 Dismissal Procedures

The Principal shall initiate dismissal procedures by requesting in writing the member concerned to meet with the Principal and the appropriate Dean in the presence of a representative of the Association. Such notification shall include precise reference to all the pertinent information in this Agreement. The Association shall be sent a copy of this notification. In this and all further proceedings the member shall be permitted to bring and to be assisted by an advisor of his/her choice. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.

9.06 If no satisfactory solution is reached or if the member fails to appear at the meeting provided for in Article 9.05 above, and if the matter is to be pursued, the Principal, no later than fourteen (14) days after date for the meeting described in Article

9.05, shall inform the member in writing of the motives for the dismissal in sufficient detail to enable him/her to prepare his/her defence.

The Principal shall send to the Association a copy of the letter to the member.

If an agreement is reached at this or subsequent stages of the procedure, the Corporation shall not reinstitute dismissal proceedings based upon the same specific misdeeds and circumstances.

9.07 If the member wishes to contest the dismissal, he/she, within fourteen (14) days of the receipt of the notice referred to in Article 9.06, shall write to both the Corporation and the Association to require these bodies to strike a three-person Arbitration Board. The Board shall consist of one individual nominated by the Corporation, one nominated by the member concerned, and a chairman selected from the arbitrators named in Article 17.22 according to the procedures set out in the Article.

9.08 Upon writing to the member informing him/her of the motives for dismissal, the Principal may, by written notice for stated cause, relieve the member of some or all of his/her University duties until the Arbitration Board has made its decision. In the event that a tenured member is suspended, full salary and other benefits shall continue throughout the period of such suspension from duties. In the event of the suspension of a member on probation, salary and benefits may be continued at the discretion of the Corporation.

9.09 A complete transcript of the Board's proceedings shall be kept at the Corporation's expense and copies shall be provided to the Corporation, the member and the Association.

9.10 The Board shall issue a written decision which contains findings of fact, reasons, and conclusions as to adequacy of the alleged cause. The written decision shall be forwarded to the Corporation, the member concerned, and the Association. The decision of the Board shall be final and binding on the member and the Corporation.

In its decision the Board shall declare:

a) that adequate cause for dismissal has not been shown and that any suspension in effect shall be rescinded,

or

b) that adequate cause for dismissal has been shown.

In the event the decision is (a) above, the Board may rule that no record of any suspension shall show in the member's personal files and the Board may decide that any part of the salary withheld shall be paid in part or in full.

9.11 In the event that the Board finds adequate cause for dismissal, and in the event that the Board makes a ruling concerning a tenured member's salary and pension, the Board shall not rule continuation of the member's salary and the contributions to his/her pension beyond a maximum of one year from the date of the Board's decision. The Board may make any additional recommendations that it deems just and equitable in the circumstances.

9.12 In the event that the Board finds adequate cause for dismissal, and in the event that the Board makes a ruling concerning the salary and pension of a member on probation, the Board shall not rule continuation of the member's salary and the contributions to his/her pension beyond a maximum of six (6) months from the date of the Board's decision. The Board may make any additional recommendations that it deems just and equitable in the circumstances.

9.13 Any failure by one party to observe any of the time limits set out herein shall entitle the other party to invoke succeeding steps in the procedures. However, the parties may mutually agree in writing to extend any time limits provided herein.

9.14 Except as provided for in Article 9.04, 9.08 or 9.17, a member shall not be suspended by the Corporation from any of his/her teaching or other duties at the University.

9.15 In the event that a member does not contest his/her dismissal, the Corporation may grant a compensation to the member equivalent of up to six (6) months or twelve (12) months salary, depending on whether he/she is on probation or tenured.

9.16 In cases involving a member's termination where there is an alleged breach of Academic Freedom or alleged discrimination, the costs of the Arbitration Board shall be borne by the Corporation. In all other cases, costs shall be shared equally between the parties. The parties shall assume the costs of their own legal advice.

9.17 Discipline

a) A reprimand or suspension is a disciplinary measure which may be applied according to the seriousness or frequency of the implied infraction.

A member may be reprimanded or suspended for inability or refusal to carry out, or misconduct in carrying out, his/her university duties and responsibilities. A member may also be

reprimanded or suspended for the harassment or intimidation of others. The burden of proof rests with the Corporation.

A member called to a meeting by the Corporation for disciplinary reasons has the right to be accompanied by an Association representative.

b) Disciplinary measures must be imposed within 30 days of the incident which gives rise to the measure, or of the knowledge of the same by the Corporation.

c) Notwithstanding b) the Principal may suspend a member without warning if the presence of that member is deemed to constitute a clear and immediate threat or danger to other members of the community.

d) In addition, any disciplinary report or written warning which has been decided in favour of the member must be withdrawn from his/her file.

The member and the Association must receive a copy of all reports or disciplinary measures (including notice of reprimand) placed in the file; failing this the documents may not be used as proof during an arbitration.

All warnings, sanctions, and disciplinary actions become null and void after five years and shall be removed from the member's file.

e) In all cases of reprimand or suspension the following procedures will apply:

The reprimand or suspension must be preceded by a meeting between the Corporation, the Association, and the member concerned.

The member and the Association will be called to the meeting in writing.

During the meeting the Corporation will indicate to the Association and the member the grounds upon which it intends to take disciplinary action.

If there is agreement among the parties, the terms of such agreement will be applied without further procedures.

In the event of disagreement the Corporation may, after the meeting, proceed with the disciplinary measure. In this case the Corporation will send to the member at his/her last known address a full written statement of the reasons for this action. The Association will receive a copy of this notice.

The member or the Association may grieve using the procedures of Article 17.00.

10.00 TERMS AND CONDITIONS OF EMPLOYMENT AND LEAVES

10.01 Members shall be readily available on Campus from one full week before classes

commence in the first semester until the Senate meeting concerning graduating students in May, except for the period of the Christmas vacation as defined in Article 10.08. This period shall be the regular session which is divided into two semesters. The first semester extends from September to December inclusive, and the second semester from January to May inclusive.

10.02 During the regular session absence from the University for the purpose of research, study, or professional activities shall not interfere with a member's duties. A member may not absent himself/herself during the regular session for more than the equivalent of one week of classes (three 50-minute lectures per course or two 75-minute lectures per course) without the permission of the Dean of his/her Division.

10.03 Although members are not obliged to be on campus when the University is not in regular session, it is understood that they will undertake research, scholarly work, study, or professional activities whenever not engaged in teaching, committee, or administrative duties whether in the regular session or not, except for the agreed vacation periods as defined in Article 10.08.

10.04 A member may accept remuneration for such pursuits or activities without prejudice to his/her University position.

10.05 Outside of the regular session, but with the exception of the vacation period, a member shall leave a forwarding address with the appropriate Dean if he/she leaves the campus for a period longer than one (1) week.

10.06 Payment of Salaries

The salaries of members shall be paid in twenty six (26) equal instalments by transfer on alternate Thursdays to any Bank or Caisse Populaire in Canada.

10.07 Holidays

Members are entitled to the following holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, St. Jean Baptiste Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, and any other day proclaimed as a holiday by the Corporation.

10.08 Vacations

Members are entitled to a one (1) month summer vacation in each academic year, to be taken outside the regular session. The vacation period is understood to be the period of the year in which a member is not accountable to the University. However a member shall inform the appropriate Dean of the date of commencement and end of his/her vacation. In addition, the Christmas vacation shall consist of not less than the period from the day preceding Christmas Day to New Year's Day inclusive.

10.09 Off-Campus Teaching

The Corporation agrees that a member who teaches Bishop's University courses, whether credit

or non- credit, away from the University campus shall be reimbursed for reasonable and actual costs of travel to and from the place of teaching as well as for meals and necessary accommodations as specified in Article 22.01.

10.10 Intra-University Transfers

The Corporation agrees that any member who desires to transfer to a vacancy for which he/she is qualified in another Department or Division shall be given first consideration for such a vacancy. Such a transfer shall not take place without the agreement of the appropriate Appointments Committee.

10.11 A member who transfers to another Department or Division shall retain salary, rank, tenure, years of service towards sabbatical leave and pension, and all similar entitlements.

10.12 Workload of members

Due to the smallness of the University and the willingness of the members to continue to offer a sufficient range of courses to maintain viable programmes and to section large classes, the normal teaching load as defined in Article 10.13 is higher than is common in Canadian universities. As a consequence it is recognized that less time can be devoted by members to other activities as specified in Article 7.10 g) and 8.03 g) (subsections ii, iii and iv) than is the practice at many other Canadian universities.

10.13 Teaching Load

a) For members in the Divisions of Business, Humanities and Social Sciences, in the Graduate School of Education and members in the Division of Natural Sciences whose responsibilities do not include scheduled laboratories of laboratory courses, the normal teaching load of a full-time member shall be eighteen course credits of lecture work per regular session.

For members in the Division of Natural Sciences or members teaching Business Computer courses whose responsibilities include scheduled laboratories or laboratory courses, the normal work load in each regular session shall be as follows:

Eighteen course credits excluding laboratory credits if one laboratory or one laboratory course or less is offered.

Fifteen course credits excluding laboratory credits if two or three laboratories or laboratory courses are offered.

Twelve course credits excluding laboratory credits if four laboratories or laboratory courses are offered.

Nine course credits excluding laboratories if six laboratories or laboratory courses are offered.

A laboratory consists of scheduled sessions of at least three hours per week with a minimum of

10 weeks per semester. When a laboratory for a course or a laboratory course is divided with the approval of the Dean, the additional section(s) shall be regarded as additional laboratories in determining the work load of the member concerned.

The normal teaching load of a full-time Instructor or Senior Instructor is 24 credits of lecture credits.

b) The teaching load may be reduced as follows:

i) Exceptionally and with agreement of the Division, Department, and the Dean from the Division concerned, and provided the notice given is sufficient to find part-time replacement if the Department deems it necessary, a full-time member's teaching load may be reduced by three (3) or six (6) credits of lecture work in a regular session if he/she is engaged in a research project approved by the FEC which shall seek external evaluation regarding the project. Such a reduction will not reduce a full-time member's status to that of a partial appointment.

Applications for such reductions shall be made by the previous February 1 both in the case of a reduction taking effect in September and for a reduction taking effect in January. The total number of credits funded for the Faculty in any one year shall not exceed thirty (30) and any unused portion of the credits shall be carried over from year to year.

In cases where the costs of the replacements are funded by an outside agency, the member's teaching load will be reduced provided the notice given is sufficient to find part-time replacement. The course reductions financed by an outside agency will not be deducted from the total of 30 credits mentioned in the paragraph above.

ii) Chairpersons of departments will receive annually the following relief or stipends, based on student enrolments on the last day to Withdraw with Permission from any three credit Fall Semester Courses:

150 full-time majors and honours students - 6 credits or \$5,000

90 to 149 full-time majors and honours students - 3 credits or \$3000

50 to 89 full-time majors and honours students - \$1500

20 to 49 full-time majors and honours students - \$500

The number of students in the Political Economy Programme or the major in the Economics and Business Programme will be divided in half between the Departments involved.

The above mentioned stipends will be paid provided that the Departmental Chairperson performs the duties set out in the job description of Departmental Chairpersons approved by Senate at its 317th meeting April 23rd 1990.

iii) Area coordinators in Business administration will receive a stipend of \$750 per annum.

iv) The Chairperson of the School of Education will receive a six (6) credit course relief

v) Members having full membership in the Faculty Evaluation Committee (FEC) will receive a three (3) credit course relief.

c) Courses of independent study, graduate courses in the Division of Humanities, Social Sciences or Natural Sciences, thesis or project supervision shall not be included in the determination of the normal load.

d) The normal load shall not be exceeded except by consent of the member.

e) No additional payment above the normal salary of a member shall be made for teaching courses in addition to the normal load during regular day-time hours as specified in Article 10.15, except with the agreement of the Joint Committee on the recommendation of the Dean.

Notwithstanding the above clause, Instructors and Senior Instructors with the agreement of the Dean, may teach additional courses for remuneration during the regular daytime hours.

10.14 No other stipendiary payments shall be made to members who undertake administrative posts or duties as part of their regular work load.

10.15 Normal teaching duties shall be scheduled, except with the consent of the member, the Department and the Dean, to begin during the regular daytime hours of 8:30 a.m. to 4:30 p.m. inclusive, from Monday to Friday during the regular session.

10.16 A member may be required to teach only introductory courses in his/her discipline(s) and advanced courses within his/her field(s) of competence.

10.17 Subject to the approval of the Dean, a member has the right to a marker or reader for courses in which the registration exceeds forty (40) students, and to a demonstrator in laboratory courses in which the registration exceeds thirty (30) students.

10.18 Members shall share some responsibilities for the general administration of the affairs of their Departments and Divisions and for the general supervision of the work of students.

10.19 Fines

The Corporation agrees that the scale of fines in force as of the date of ratification of this Agreement in respect of violation of (a) parking regulations, and (b) library regulations, shall not be changed during the life of this Agreement. Except for the fines specified herein, there shall be no additional fines imposed.

10.20 Continuing Education Teaching

Members are not required to teach evening or summer Continuing Education courses. However,

following the written request from the Director of Continuing Education for Continuing Education Courses, members have fourteen days from receipt of the request to exercise a right of first refusal for courses within their field of competence.

A member may not teach more than six (6) course credits in each of the summer or evening Continuing Education programmes, and not more than a total of twelve (12) course credits outside the regular hours of the regular session in any academic year.

Notwithstanding the above, members at the ranks of Instructor or Senior Instructor may teach a maximum of 36 credits in an academic year, including courses in the Regular Session and the evening and summer Continuing Education programmes.

Notwithstanding the above, participation in summer or evening Continuing Education teaching programmes shall not conflict or interfere with the fulfilment of the member's primary duties to the University.

10.21 Health, Safety, and Security

The Corporation recognizes its responsibility to provide sufficient facilities, supplies, and services to protect the health, safety, comfort, and security of members as they carry out their responsibilities. To that end and without limiting the generality of the foregoing:

- a) the Corporation agrees to provide health services in case of an emergency or accident involving any member while on Campus, at no charge to the member;
- b) the Corporation agrees to provide protective equipment and clothing for all members, required for the safe and effective performance of their duties;
- c) should any member require special considerations for reason of health (e.g. wheel-chair facilities, washroom adjustments, etc.), the Corporation agrees to respond to requests for such consideration promptly and with the well- being of the member(s) as the primary concern.
- d) the Corporation recognizes the right of members to have access to their offices and laboratories at all times except in case of emergency.
- e) Members shall provide personal supervision of undergraduate students occupied in the science laboratories and fine arts workshops, in particular the acid room, the metal shop, and the woodshop, to ensure the health and safety of the students.

10.22 French Courses

In the interests of increasing bilingualism within the University, the Corporation agrees to fund suitable French language courses which are offered in the area.

10.23 Political Leave

A member may, without prejudice to his/her University position, be a candidate for political office, either federal or provincial. He/she shall be entitled to one (1) month leave of absence with full salary and fringe benefits.

10.24 If elected to either of the above offices, a member shall be granted full leave of absence without salary as specified in article 10.29 during his/her term of office. The period of leave of absence shall not exceed five (5) academic years.

10.25 A member elected to municipal office shall not be required to take full leave of absence without salary if he/she demonstrates to the satisfaction of his/her Department that the responsibilities of the office will not interfere with his/her performance of full or partial academic or professional duties.

10.26 Short Term/Compassionate Leave

A member may arrange with the Department and the Dean of the appropriate Division planned or emergency leave for one (1) month or less, with full salary and benefits. Permission for such leave shall not be unreasonably withheld.

10.27 Sick Leave

If members are absent from their duties because of illness, they shall be entitled to full salary and all benefits for the first six (6) months. Illness of a duration of more than six (6) months will be dealt with in accordance to the provisions of the Long term Disability Plan. In any such case the Corporation reserves the right to require certificates from a legally qualified medical practitioner.

A member on sick leave shall continue to accumulate service and seniority.

10.28 Court Leave

Paid leave shall be granted to any member required to be a witness or juror by any body in Canada with power of subpoena. The member shall notify the Dean upon notification that he/she will be required to attend Court and present proof of service requiring his/her attendance.

10.29 Leave of Absence without Salary

A full leave of absence without salary or a partial leave with pro-rated salary may be agreed upon by the Corporation and a member at any time. Permission for such leave shall not be unreasonably denied by the Corporation. In the event of denial the member will receive a written statement of reasons for the denial within thirty (30) days of application for leave. Leave of absence without salary shall not normally extend beyond three (3) consecutive years, except as provided for in Article 10.24 above. Members on leave without salary shall continue to be members of the bargaining unit.

10.30 A member who takes leave of absence without salary shall be entitled to but not required to maintain membership in the University Life, Disability and Health Insurance Plans for a

maximum period of 24 continuous months and the Corporation will continue to make its contributions to those plans.

The member shall also be entitled to but not required to maintain membership in the University Pension Plan for the length of his/her leave of absence without salary. If the member chooses to maintain membership in the University Pension Plan, the Corporation has the option of continuing to make its contributions.

10.31 A probationary member who takes leave of absence without salary shall not be entitled to include such years of absence towards the maximum probationary period. Members on leave without salary, holding university teaching appointments at the lecturer or professorial level or equivalent professional appointments elsewhere, shall count the years of leave towards seniority and shall receive increments for such leave in progression through the salary scale. The equivalence of professional appointments shall be evaluated by the FEC before leave is taken.

10.32 Research Leaves

In order to permit members to fulfil their professional commitments, the Corporation may grant research leaves with partial salary on recommendation from the Dean according to guidelines established from time to time by Senate.

In order to be eligible, a member should be tenured, should have taught at the University for at least three years.

The waiting period between research leaves shall be equivalent to the amount of the University salary paid to the member over the total salary, multiplied by six (6).

10.33 Years of Research leave shall count as years of seniority and towards sabbatical eligibility and be included in a member's progression through the salary scale.

10.34 Perfectionnement

On the recommendation of the Dean, the Corporation may provide financial support to members of rank of Lecturer, Instructor and Senior Instructor who already have a Master's Degree and who wish to upgrade their qualifications to the Doctoral level. Members will be able to proceed on such leaves at up to 80% of salary for the first year and 70% for the second year and will be expected to pay back the amounts involved if they do not return to work at the University for a period equivalent to the time of the leave. The total income for remunerative work from Bishop's University and from external granting agencies shall not exceed the member's contractual salary for the year in which the leave is taken. The amount may have to be repaid if the member unreasonably chooses to abandon the approved programme.

Applications for "perfectionnement" leave must reach the Dean by September 30th for the subsequent academic year.

Members on such leave or on leave according to article 10.32 shall maintain membership in the

University benefit plans from time to time in force, and the Corporation shall continue to make the required payments for these plans.

10.35 Members on such leave or on leave according to article 10.32 shall continue to be members of the bargaining unit and their dues shall be deducted from their salaries by the Corporation.

10.36 Perfectionnement leave granted to upgrade a member's qualifications (Article 10.34), shall not be included in years of seniority nor shall it entitle a member to progress in the salary scale by receiving increments during such leave.

10.37 Years of such leaves (Article 10.34) shall not count towards the probationary period of appointment.

10.38 Maternity Leaves

Members shall be granted maternity leaves upon request with full salary and benefits. Any such request shall be accompanied by a medical certificate specifying the expected date of delivery.

Application for such leave shall be made well in advance of the expected delivery date with due regard for the continued effective functioning of the University.

A maternity leave normally shall not exceed a period of 20 weeks.

A member shall receive normal salary increments during maternity leave.

10.39 Leaves of any kind shall not extend beyond three (3) consecutive years except as provided for in Articles 4.16 and 10.24 above.

11.00 SABBATICAL LEAVE

11.01 Sabbatical leave is an entitlement for members holding tenured appointments, subject to the acceptance of a satisfactory project, to Departmental constraints as defined in Article 11.02, and subject to Article 11.12.

It is a necessary means of enabling members to maintain academic and professional excellence in a variety of ways, such as increasing their knowledge by interacting with colleagues within their discipline, or furthering their research or scholarship in order to enhance their contribution to the University. Members have the responsibility to make effective use of this leave.

11.02 Members of Academic Departments and of Area Concentrations in Business Administration will plan their sabbatical leaves well in advance in order to cause the least disruption possible. Numbers of sabbatical leaves taken each year will be limited to one in each Department or area concentration of three or less tenured or probationary members and two in other Departments or area concentrations..The following criteria will be used to determine which member will be allowed sabbatical leave in cases where the above limits apply:

First: years of service at Bishop's since return from previous leave or appointment.

Second: members who have not had leave rank above those who have.

Third: members with higher academic rank are ranked higher.

Fourth: members who have been longer in their present rank are ranked higher.

Fifth: members with longer total service at Bishop's rank higher.

Sixth: any remaining ties will be resolved by coin tossing.

11.03 Each Department or Business Administration area concentration will prepare annually a three year plan detailing the proposed schedule of leaves.

11.04 In order to qualify for a sabbatical leave of one academic year, a tenured member must:

a) have taught for at least six (6) years under full time or partial appointment at Bishop's University at the lecturer or professorial rank since returning from his/her last sabbatical leave or leaves provided for in Article 10.34).

Up to two (2) years of professional equivalency under Article 10.31 and 10.32 may be applied towards the waiting period for sabbatical leaves.

Members shall receive credit of up to two (2) years for previous university appointments at the equivalent of lecturer or professorial ranks. The word "university" used in this article shall be defined either as:

i) A post-secondary institution with degree granting power, or

ii) A post-secondary institution offering courses leading to a degree, affiliated or federated with a post-secondary institution invested with degree granting powers, or

iii) A post-secondary institution legally defined as equivalent to a degree granting institution by those governments (provincial or federal) which fund post-secondary institutions invested with degree granting powers.

Given the provisions above, at least 4 of the 6 years must have been spent teaching at Bishop's University.

In addition to the above, members who have benefitted from payment of partial or full salary for any other type of leaves will be expected to teach an additional number of years equivalent to the amount of the University salary paid to the member over the total salary, multiplied by six (6).

Leaves from the bargaining unit in order to assume administrative positions at the University

will count for the purposes of the application of this Article.

b) have his/her study project approved by the FEC.

11.05 A tenured member has the option of taking a half-year leave to include one semester only, if this can be arranged with his/her Department and Division.

Half-year leave shall be available if the member has taught at least three (3) years since returning from his(her) last sabbatical leave or leaves provided for in Article 10.33. It is understood that during the year in which a member takes a half year sabbatical leave, the member shall receive 100% of his/her salary in that year. Article 11.04 b) will apply to such leaves.

A member who takes a half year sabbatical in an academic year in which he/she is entitled to a full year sabbatical leave shall carry over credit for two years of teaching from before the half year leave towards eligibility for a full year sabbatical. A member who takes a half-sabbatical three and a half years after her/his last leave shall carry over credit of one-half year towards eligibility for his/her next sabbatical

The provisions of Article 11.04 a) for applying years of service at another institution or professional equivalency shall not apply for one half (1/2) year sabbatical leaves.

Members who have benefitted from payment of partial or full salary for any other type of leaves will be expected to teach an additional number of years equivalent to the proportion of University salary paid over the total salary, multiplied by six (6).

11.06 Members on sabbatical leave shall receive all salary increases, increments in the salary scale, and benefits on the same basis as other members serving at the University.

11.07 A member who proposes to take a sabbatical leave must make a request in writing to the appropriate Dean with a copy to the Faculty Evaluation Committee (FEC). For leaves of one academic year or of six months commencing July 1st, the request should be made before the 30th of September of the academic year preceding that in which he/she proposes to begin the period of leave. For leaves of six months beginning January 1st, the request must be made before February 1st of the preceding year.

11.08 The FEC shall decide which of the requests are consistent with the purpose for which sabbatical leave is granted.

The FEC shall forward the list of acceptable proposals to the Principal. The Principal shall inform the member of the FEC's decision within seven (7) days of receiving the list. The Principal will officially announce and post the list of members who are to receive Sabbatical leave.

11.09 Members proceeding on Sabbatical Leave, shall receive 85% of the full salary to which they are entitled if they have taught six years since their return from a previous leave (or in their first year of eligibility for sabbatical), 90% for seven years (or in their second year of eligibility

for sabbatical), 95% for eight years (or in their third year of eligibility for sabbatical) and 100% for nine years (or in their fourth year of eligibility for sabbatical). When allowed by an outside granting agency, a member on reduced salary may retain such portion of any remuneration, fellowship or award received in personal support of the leave as will bring his/her salary to the equivalent of 100%. Of any such support received over and above 100% salary, 35% may be retained by the member; the remaining 65% shall be allocated to the Research Leave Credits, over and above the 30 credit allocation (10.13 b).

The number of years shall be calculated as in Article 11.04 b).

Awards for travel expenses shall not be deducted.

11.10 At the member's request the Corporation shall provide a proportion of the member's salary for the support of a research grant for travel and other expenses. Such an amount is to be deducted from the amount to which a member is entitled.

11.11 A member on sabbatical leave from normal duties may, in exceptional cases, not be required to leave the University.

11.12 Members returning from sabbatical shall, within three (3) months of their return to the University, submit to Senate and the FEC a written report on the work accomplished during their leave. The three months shall date from January 1st for leaves ending on December 31st of the previous year or from July 1st for leaves ending on June 30th.

The FEC shall determine if the report is acceptable or not and so report to the member and the Principal within three months of receipt of the report. A report which is not accepted by the FEC may be taken into account by the FEC when the next sabbatical proposal is considered. This procedure will come into effect for reports on sabbaticals that begin on or after January 1st 1996.

11.13 A member on sabbatical leave shall continue to be a member of the bargaining unit, and his/her dues shall be deducted by the Corporation from the member's salary during such leave.

12.00 ADMINISTRATIVE STIPENDS

12.01 Stipendiary payments shall not be made to members who undertake administrative posts or duties as part of their regular work load, except as provided for in this agreement.

13.00 EMPLOYMENT OF NON-MEMBERS

13.01 The Corporation agrees not to employ non-members of the bargaining unit to perform the duties of members except as specified below:

- a) Nothing herein shall prevent the teaching of courses by the Principal, the Vice-Principal and/or the Deans.
- b) Nothing herein shall prevent the supervised performance of instructional duties by students or

others employed as markers and demonstrators.

c) Nothing herein shall prevent the performance of teaching duties by non-members provided that:

i) the total number of course-credits taught by all non-members does not exceed one hundred (100) credits in any one regular session without the consent of Senate;

ii) an individual hired on a part-time basis shall not teach more than six (6) credits in one regular session without the consent of the Senate.

d) Nothing herein shall prevent the teaching of courses by individuals paid from outside sources under an arrangement between the Corporation and a Government other than the Government of the Province of Quebec.

e) Nothing herein shall prevent the teaching of courses by individuals who are on an approved exchange between the University and another University.

14.00 ACCESS TO FILES OF MEMBERS

14.01 A member shall have the right during normal business hours to examine all of the files concerning the member kept by the Corporation, the Association or by any committee established by this Agreement.

14.02 All files containing evaluative materials of a member may be kept only by the office of the University Secretary and from time to time by the CRT, the FEC, the EAC, the FAC, or Appointments Committees. External letters of reference supplied to the Appointments Committee shall not be included in personal files and shall be destroyed once the appointee has commenced his duties. All contents of such files shall be listed and numbered.

14.03 Members shall have the right to have all of their files supplemented or corrected in the event of error or inadequacy in the file. In the event distortion is alleged, members shall have the right to provide additional material for inclusion in their files.

14.04 Members shall have the right to have the Corporation prepare copies of their files at its expense.

14.05 No anonymous material other than aggregated statistical information which is recorded in student evaluations as obtained by the procedures approved from time to time by Senate shall be kept concerning any member, unless specifically requested by the member. No such material, if maintained contrary to this Agreement, shall be submitted as evidence in any proceeding involving a member. If such evidence is submitted, it shall be struck from the record and not considered as part of the evidence.

14.06 Letters of assessment or any other material presented as evidence in any proceedings for dismissal for cause shall be made available to the member concerned.

14.07 Members' files shall not be made available to third parties except as required in the performance of their duties under this Agreement, or except at the written request of the member.

14.08 With the exception of members on a first probationary appointment, the

scores of individual members, as determined by the questionnaire of student opinion for the evaluation of teaching, will be kept in a single file in the office of the University Secretary and made available to the University community. The teaching evaluations of members on a first probationary appointment shall be available to his/her Dean and the Principal.

15.00 COPYRIGHTS

15.01 The Corporation agrees that it has no interest in and makes no claim to copyrights of any member in print media (books, articles and similar material). The Corporation therefore waives, disclaims, and abandons any and all rights in such copyrights.

15.02 Copyright in Works of Art

The member(s) who is the maker of any work of art such as painting, sculpture, music, films, recorded works of art, and the like, shall retain the copyright therein, and the Corporation, therefore, agrees and undertakes to transfer to the author(s), and hereby transfers to the author(s), all rights in such work of art.

15.03 Copyrights in Lectures and Laboratory Notes

The Corporation hereby agrees and undertakes to transfer to the author(s), and hereby transfers to the author(s), any and all rights in the copyright(s) to lectures and laboratory notes produced by the members, recognizes that the member is the sole copyright holder in his/her lectures and laboratory notes, and will give every reasonable assistance to members to prevent publication, recording, or broadcasting of lectures not authorized by the member(s) concerned. Notwithstanding the above, a member may not sell his/her lecture and/or laboratory notes to students at a profit.

15.04 Copyright on Computer software

The Corporation hereby waives, disclaims and abandons all rights in the copyrights of Computer Software developed by members.

16.00 CONTINUING PRACTICES

16.01 The Corporation acknowledges a continuing responsibility to maintain a climate in which the academic and professional functions of members may be effectively carried out and undertakes to provide a level of facilities and support services consistent with this responsibility, subject to the budgetary policies established by the Corporation.

a) In particular the Corporation shall ensure that there is an adequate level of support in the following areas:

i) Secretarial and related services for members to conduct University business, to prepare professional publications, with the exception of theses or manuscripts of books, and to carry out professional and research activities. Adequate support is understood here to be a minimum of one full-time secretary for every ten members.

ii) Technical support staff.

iii) Office and laboratory space and ancillary facilities such as language laboratories.

iv) Telephones.

v) Supplies and equipment.

vi) Teaching aids and materials.

vii) Markers, readers, and demonstrators.

b) In addition to the facilities and services specified in a), a member has use of the library, computing and duplicating services at no cost to the member for teaching, academic and scholarly work, and research.

16.02 A member is entitled to a private office with reasonable amount of office furniture, a telephone and office supplies. "Private" implies that access is restricted to normal cleaning and repair services and to emergencies, except by consent of the member. A member shall not be re-assigned to a different office without prior consultation.

17.00 GRIEVANCE AND ARBITRATION

17.01 Hereafter the word "grievance" denotes any disagreement arising from a supposed violation, misinterpretation, or misapplication of all of or any part of the Agreement between the Corporation on the one hand and a member or a group of members or the Association on the other hand.

17.02 The grievance and arbitration procedures under this Article shall not be available for the resolution of disputes exclusively concerned with the renewal of probationary appointments, with tenure, and with promotion, except where the member or the Association alleges violation of academic freedom or discrimination under Articles 5.00 and 4.03, respectively, of this Agreement. Notwithstanding the foregoing, grievance and arbitration procedures shall be available for matters relating to lay-offs due to financial exigency (Article 19) or changes in the composition of the faculty (Article 18).

17.03 Except as otherwise specified in this Agreement, the procedures detailed hereunder shall be the sole method for the resolution of complaints or grievances arising from the interpretation

and application of this Agreement. There shall be no discrimination, harassment, or coercion of any kind against any person who elects to use these procedures.

17.04 All communications required by these grievance and arbitration procedures shall be delivered by internal receipted mail or by external registered mail with acknowledgment of receipt.

17.05 Each stage of the procedure for the settlement of grievances described in the articles below must be completed before passing to the next stage, except by written consent of the parties concerned or except as provided for in Articles 17.14, 17.19, 19.13 and 18.11.

17.06 Time limits may be extended through mutual written agreement between the grievant and the grievance committee.

17.07 A member may submit a grievance in writing to the Principal, within thirty (30) days of obtaining knowledge of the event giving rise to the grievance, but no longer than six (6) months after the event(s) which gave rise to the grievance, except where the member could not reasonably be expected to have become aware of the event(s) within the six (6) month period. Notwithstanding the above, a member on leave may submit a grievance on financial matters within six (6) months of obtaining knowledge of the event giving rise to the grievance. The grievance shall specify the clause(s) of the Agreement on which it is based.

17.08 The Principal shall reply in writing with a copy to the Association, within fourteen (14) days after receipt of the grievance.

17.09 If the Principal does not reply within the time limit set in Article 17.08, or if the response is not satisfactory to the member, then the member may submit the grievance to the chairperson of the Joint Committee established under Article 31. This submission must be made within fourteen (14) days of the receipt of the response or within fourteen (14) days after the expiry of the time limit set in Article 17.08.

17.10 If any member of the Joint Committee is involved in a grievance, then he/she shall be replaced by a nominee from the appropriate body.

17.11 The Joint Committee shall meet within ten (10) days of receiving notice of a grievance. At each meeting minutes will be kept recording the positions of the parties and the decision reached if there is one. The grievant shall have the right to appear before the Joint Committee accompanied by an advisor if he/she so wishes. The grievant shall be allowed to examine the minutes of the Joint Committee relating to his/her case.

17.12 All decisions reached by the Joint Committee must be unanimous, in writing, and signed by all members of the Joint Committee, and shall constitute an agreement between the Association, the Corporation and the member involved, as the case may be. Such decisions shall not constitute precedents.

17.13 The Joint Committee shall report, in writing, the decision reached or the lack of one, as the

case may be, to the parties concerned within twenty-one (21) days of the initial meeting of the Joint Committee.

17.14 Association & Corporation Grievances

A grievance arising directly between the Corporation and the Association concerning the interpretation, application or alleged violation of this Agreement shall be carried directly to the Joint Committee.

The time limits for the Association or the Corporation to bring the grievance to the Joint Committee shall be those stipulated in 17.07.

17.15 The Association shall have the right to carry grievances involving a member through all stages of the grievance procedures in this Agreement.

17.16 The Association shall have the right to bring grievances involving groups of members directly to the Joint Committee.

17.17 Arbitration

If a settlement is not reached within the time limits set out in Article 17.13, the Association or the Corporation can proceed to arbitration.

17.18 Notice of the decision to proceed to arbitration shall be given in writing to the Principal and/or the Association as the case may be, within fourteen (14) days of the notice of the lack of decision of the Joint Committee or within fourteen (14) days after the expiry of the time limits laid down in Article 17.13.

17.19 When the grievance concerns a claim for a sum of money, the arbitrator shall first rule on whether the claim is well founded, but remain seized of the case. If the parties cannot agree on the amount, then this dispute will be submitted to the same arbitrator by simple written notice.

17.20 A technical error in the written submission of the grievance does not imply its annulment and may be amended.

17.21 Appointment of Arbitrators

Grievances brought to arbitration shall be heard by the sole arbitrator who shall be selected according to the procedure established in 17.22.

17.22 The following persons shall serve as arbitrators on a rotating basis for the duration of this Agreement, according to the order in which they are listed. By mutual consent any listed arbitrator may be selected out of turn. If none of the arbitrators is available, the Corporation and the Association shall select an arbitrator. Failing agreement, either one of the parties may request the Department of Labour to appoint an arbitrator.

Bernard Brody

Harvey Frumkin

Germain Jutras

Andre Sylvestre.

17.23 Decision

The decision of the arbitrator must, if possible, be rendered within twenty-one (21) days following the date when the hearing of evidence is finished. However, the arbitrator may request both parties to extend this time limit. In any case the decision is valid even if it is rendered after the expiry of this time limit.

17.24 The decision of the arbitrator shall be final, binding and enforceable on all parties. It must be executed with the least possible delay.

17.25 Limits on Arbitration

The arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. Nor shall the arbitrator have the power to give any decision inconsistent with the terms of this Agreement. However the arbitrator shall not be prevented by a technical error from hearing a grievance and rendering a decision.

17.26 Expenses

The costs of the arbitration under Article 17 are to be assumed jointly by the Corporation and by the Association. Each party will assume the costs of its own legal advice.

18.00 CHANGES IN THE SIZE AND COMPOSITION OF THE FACULTY FOR ACADEMIC REASONS

18.01 Senate is responsible for preparing and recommending to the Corporation plans and policies for the academic development of the University, including recommendations regarding the size of the Faculty and the distribution of members among the Departments within the budgetary limits determined by the Corporation, unless a state of financial exigency is declared in accordance with Article 19.00.

18.02 Notwithstanding the Corporation's general supervisory powers as stipulated in 18.01 above and the R.O.R.'s, the Corporation may decide only on recommendation of Senate to amalgamate or close departments or programmes or to reduce the number of positions in a department or programme, if as a consequence a member or members become redundant. In this case, the matter shall be referred to a Joint Corporation - Association Committee (JCAC) for implementation.

18.03 The JCAC shall be composed of two persons appointed by the Association and two persons appointed by the Corporation. The quorum shall be all four members.

18.04 The JCAC shall meet within fourteen (14) days of the Corporation decision. The function of the JCAC is to implement the Corporation decision by determining which member(s) will become redundant. In its deliberations it shall take into account the qualifications and abilities of the members concerned, and the possibility of redeployment in another department or programme, transfer to an administrative post with or without retraining, early retirement, or finally termination of appointment. Only appointments of probationary members may be terminated under this Article.

18.05 The JCAC must consult fully with all parties concerned. It must hear the member concerned, if he/she so wishes. It shall keep minutes of its meetings. It shall make decisions within three months, and communicate in writing, its decision to the Corporation, the Association, the member and Department concerned, and the Senate. Decisions of the JCAC are subject to the grievance and arbitration procedures of this Agreement. The grievant must submit his/her grievance in writing directly to the chairperson of the Joint Committee within fifteen (15) days of receipt of the decision of the JCAC.

18.06 In the case of a member holding a probationary appointment and declared redundant under Article 18.04, the JCAC shall choose one of the following courses of action:

- a) Redeployment in another department or programme.
- b) Transfer to an administrative post within the University.
- c) Retraining for redeployment in another department or programme.
- d) Retraining for redeployment in an administrative position at the University.
- e) Termination of employment with compensation.

18.07 In the case of termination of a probationary appointment under 18.06 (e), the Corporation must give twelve (12) months notice by June 30th for termination on June 30th of the following year, or twelve (12) months salary in lieu of such notice. An additional compensation of one month's salary for each year of full time service at Bishop's University shall be paid by the Corporation. The monthly salary shall be computed on the basis of the member's salary during his/her final year of employment, and the above compensation shall be paid in a lump sum or taken in instalments at the member's option.

18.08 A tenured member who is declared redundant under Article 18.04 must be offered one of the following options:

- a) Redeployment in another department or programme.
- b) Transfer to an administrative post at the University.

c) Retraining for redeployment in another department or programme. d) Retraining for redeployment in an administrative position at the University.

e) Early retirement, if the member if within five (5) years of normal retirement date.

18.09 If early retirement is offered, the pension shall be calculated according to Article 21.05. The pension shall be received immediately on retirement and will not be actuarially reduced.

18.10 If the tenured member does not accept the offer within thirty (30) days of its receipt, and if he/she wishes to remain in the University's employment, the case is automatically submitted to arbitration in order to determine whether, given the existing circumstances, his/her refusal is well founded.

If the arbitrator concludes that the member's refusal is well founded, the member maintains his/her employment at the University as long as another offer is not made by the JCAC. Once another offer is made the same procedure is repeated.

If the arbitrator concludes that the member's refusal is not well founded, the member must accept the offer within fifteen (15) days of receiving a copy of the decision or else his/her employment is terminated at the end of the following academic year with financial compensation of one year's salary.

18.11 A member who is redeployed or transferred under Articles 18.06 and 18.08 into another academic programme or Department shall continue to receive his/her full salary, together with all increases and benefits to which he/she would be entitled under this Agreement in his/her previous position.

18.12 A tenured member who is redeployed or transferred under Article 18.08 into an administrative post shall continue to receive his/her full salary, together with all increases and benefits to which he/she would be entitled under this Agreement, and shall continue to maintain all rights and privileges of tenure.

18.13 A probationary member who is redeployed or transferred under Article 18.06 (b) and (d) shall be governed by the normal terms and conditions for the post. However, if transferred back into an academic department or programme, his/her previous academic service will be applied in accordance with the terms of the Agreement.

18.14 A member given leave for re-training shall receive full salary and benefits during such leave and the provisions of Articles 10.33, 10.34, and 10.35 shall apply. The Corporation shall pay all charges incurred in such re-training.

18.15 Provisions of Articles 19.14 to 19.20 will apply mutatis mutandis for members declared redundant under Articles 18.06 and 18.08 (a), (b), (c) and (d).

19.00 FINANCIAL EXIGENCY

19.01 Financial exigency denotes a continuous and extreme financial crisis that cannot be met through routine measures.

19.02 It is agreed that a state of financial exigency shall not be declared until the Corporation and the Association have jointly made representation to the Government of Quebec in an attempt to obtain whatever funds are required to avert a state of financial exigency.

19.03 The Corporation, believing that a state of financial exigency exists, shall impose a halt to hiring new employees at all levels, and shall form with the Association a Budgetary Commission whose initial task shall be to determine whether or not a state of financial exigency does indeed exist and so report to the Corporation. The official announcement of financial exigency shall be made by the Corporation only on the advice of the Budgetary Commission.

The Budgetary Commission shall have complete access to relevant records for the purpose of determining whether financial exigency exists.

19.04 The Budgetary Commission shall consist of two representatives appointed by the Corporation and two representatives appointed by the Association.

19.05 The Budgetary Commission shall be charged with identifying sources of financial difficulty and recommending to the Corporation means to alleviate these difficulties. Such recommendations shall include but are not limited to: fiscal management of the University, deficit financing, new initiatives in increasing revenues, termination of non-academic appointments of library, athletics, and administrative staff, early retirement, redeployment or termination of the appointments of members.

19.06 The Budgetary Commission shall consult fully with the Senate, the Corporation, and the Association.

19.07 All documents and minutes of the Budgetary Commission shall be forwarded to the Senate, the Corporation, and the Association, along with its recommendations.

19.08 The Corporation shall decide, on recommendation of the Budgetary Commission, any reduction in the amount assigned to the total faculty salary budget, and the Budgetary Commission shall determine which members are to be affected by this reduction.

19.09 With the academic advice of Senate pertaining to the size and distribution of the Faculty necessary to retain the viability of Bishop's University, the Budgetary Commission, after full consultation with affected members, shall specify, giving detailed reasons in writing for its specifications, those members whose appointments are to be terminated for reasons of financial exigency, those members who are to be redeployed and/or retrained, and those members who shall retire early.

Articles 18.12 to 18.15 inclusive shall apply to a member who is to be redeployed or retrained for reasons of financial exigency. Early retirement shall be offered under the conditions specified

in Article 18.09.

A tenured member whose appointment is to be terminated for reasons of financial exigency shall receive:

a) six (6) months' notice and twelve (12) months' salary,

and

b) one (1) month's salary for each of the first nine years since the member's appointment as a faculty member at Bishop's University,

and

c) two (2) months' salary for each of the subsequent nine years.

Appointments of tenured members aged fifty (50) years or over and with more than eighteen (18) years service at Bishop's University shall not be terminated for reasons of financial exigency.

A member whose appointment is terminated for reasons of financial exigency shall have the following additional option regarding his/her equity in the pension plan: transfer of his/her contributions, plus an equal contribution from the Corporation, plus interest at the accepted rate, into a Registered Retirement Savings Plan of his/her choice.

19.10 Any terminations for reasons of financial exigency which might occur shall be only for the purpose of meeting the financial exigency and only to the extent required by financial exigency.

19.11 The provisions of Article 18.07 for termination of probationary appointments shall also apply to termination of such appointments for reasons of financial exigency.

19.12 Should a member whose appointment is terminated because of financial exigency wish to grieve his/her selection, he/she may do so under the grievance and arbitration provisions of this Agreement.

19.13 The Grievant must submit his/her grievance, in writing, directly to the chairperson of the Joint Committee within fourteen (14) days of receiving notification of the decision of the Budgetary Commission.

19.14 Recall

Member(s) whose appointments are terminated for reasons of financial exigency shall have the right of first refusal, for a period of four (4) years, of each and every position in his/her field(s) or related disciplines. Should more than one member be eligible for recall in the same or related discipline(s), decisions regarding recall shall be based on seniority of years of service at the University. Any such member shall have the right to grieve on any question regarding recall.

19.15 Any member to be recalled shall be notified by registered mail at his/her last known address. All members, whose appointments are terminated for reasons of financial exigency, and the Association shall be given notice, in writing, of all upcoming vacancies.

19.16 A member whose appointment is terminated for reasons of financial exigency shall be given one (1) month to decide whether he/she wishes to be recalled, and shall be allowed up to one year to fulfil other employment commitments before resuming his/her duties.

19.17 Members to be recalled shall be entitled to seniority, tenure, sabbatical leave and progression in rank as if no lay-off had taken place.

19.18 A member, whose appointment is terminated for reasons of financial exigency shall be eligible for free tuition for the following four (4) years.

19.19 During the four (4) year period any member(s) whose appointment is terminated under these provisions shall have access to the library. Use of other facilities may be subject to negotiation at the time of termination.

19.20 A member loses his/her right to recall after four (4) years, or when a member indicates in writing to the Corporation and the Association that he/she no longer wishes to retain his/her right to be recalled, or when the member fails to reply to the notice referred to in 19.15 within one (1) month, or when the member refuses the offer contained in that notice.

20.00 SALARIES

20.01 The following factor scales will be used from July 1, 1997.

LECTURER	ASSISTANT	ASSOCIATE	FULL
-----	-----	-----	-----
1 .80			
2 .84			
3 .88			
4 .91	1 1.00		
5 .94	2 1.05		
6 .97	3 1.10		
7 1.00	4 1.15		
8 1.03	5 1.20		
9 1.06	6 1.25		
	7 1.28	1 1.30	
	8 1.31	2 1.35	
	9 1.34	3 1.40	
	10 1.37	4 1.45	
	11 1.40	5 1.50	

	12	1.43	6	1.55	
			7	1.59	1
			8	1.63	2
			9	1.67	3
			10	1.71	4
			11	1.75	5
			12	1.79	6
			13	1.82	7
			14	1.85	8
			15	1.88	9
			16	1.91	10
			17	1.94	11
			18	1.97	12

Instructors and Senior Instructors

Instructor		Senior Instructor	
1	0.91		
2	0.94		
3	0.97		
4	1.00		
5	1.03	1	1.00
6	1.06	2	1.05
		3	1.10
		4	1.15
		5	1.20
		6	1.25
		7	1.28
		8	1.31
		9	1.34
		10	1.37
		11	1.40
		12	1.43

The following factor scales will be used from July 1, 1998.

LECTURER	ASSISTANT	ASSOCIATE	FULL
-----	-----	-----	-----

1	.82			
2	.86			
3	.90			
4	.93	1	1.02	
5	.96	2	1.07	
6	.99	3	1.12	
7	1.02	4	1.17	
8	1.05	5	1.22	
9	1.08	6	1.27	
		7	1.29	1 1.32
		8	1.33	2 1.36
		9	1.36	3 1.41
		10	1.39	4 1.46
		11	1.42	5 1.51
		12	1.45	6 1.56
				7 1.60 1 1.66
				8 1.64 2 1.71
				9 1.68 3 1.76
				10 1.72 4 1.81
				11 1.76 5 1.86
				12 1.80 6 1.91
				13 1.82 7 1.95
				14 1.86 8 1.99
				15 1.89 9 2.03
				16 1.92 10 2.07
				17 1.95 11 2.11
				18 1.98 12 2.15

Instructors and Senior Instructors

Instructor		Senior Instructor	
1	0.93		
2	0.96		
3	0.99		
4	1.02		
5	1.05	1	1.02
6	1.08	2	1.07
		3	1.12

	4	1.17
	5	1.22
	6	1.27
	7	1.30
	8	1.33
	9	1.36
	10	1.39
	11	1.42
	12	1.45

The factor 1.02 is identical to the factor 1.02 on the scale of Assistant Professor. The salary received will be calculated from the fraction of a full load of 24 lecture credits that the member teaches multiplied by the appropriate factor given above.

20.02 For promotion to a higher rank, after more than six steps in the scales of assistant or associate professor, the increment shall not be less than that of the next step in the member's current rank.

20.03 Full-time salaries will be based on the following scales with effect from July 1, 1997 to June 30, 1998:

LECTURER	ASSISTANT	ASSOCIATE	FULL
-----	-----	-----	-----
1 32 102			
2 33 708			
3 35 313			
4 36 516	1 40 128		
5 37 720	2 42 134		
6 38 924	3 44 141		
7 40 128	4 46 147		
8 41 332	5 48 154		
9 42 536	6 50 160		
	7 51 364	1 52 166	
	8 52 568	2 54 173	
	9 53 772	3 56 179	
	10 54 975	4 58 186	
	11 56 179	5 60 192	
	12 57 383	6 62 198	
		7 63 804	1 66 211
		8 65 409	2 68 218

		9	67 014	3	70 224	
		10	68 619	4	72 230	
		11	70 224	5	74 237	
		12	71 829	6	76 243	
		13	73 033	7	77 848	
		14	74 237	8	79 453	
		15	75 441	9	81 059	
		16	76 644	10	82 664	
		17	77 848	11	84 269	
		18	79 052	12	85 874	
Instructor			Senior Instructor			
-----			-----			
1	36 516					
2	37 720					
3	38 924					
4	40 128		1	40 128		
5	41 332		2	42 134		
6	42 536		3	44 141		
			4	46 147		
			5	48 154		
			6	50 160		
			7	51 364		
			8	52 568		
			9	53 772		
			10	54 975		
			11	56 179		
			12	57 383		

Full-time salaries will be based on the following scales with effect from July 1, 1998 to June 30, 2000:

LECTURER	ASSISTANT	ASSOCIATE	FULL
-----	-----	-----	-----
1	32 905		
2	34 511		
3	36 116		
4	37 318	1	40 931
5	37 318	2	42 937

6	37 318	3	44 944				
7	37 318	4	46 950				
8	37 318	5	48 957				
9	37 318	6	50 963				
		7	52 167	1	52 969		
		8	53 371	2	54 574		
		9	54 575	3	56 580		
		10	55 778	4	58 587		
		11	56 982	5	60 593		
		12	58 186	6	62 599		
				7	64 205	1	66 612
				8	65 810	2	68 619
				9	67 415	3	70 625
				10	69 020	4	72 631
				11	70 625	5	74 638
				12	72 230	6	76 644
				13	73 434	7	78 249
				14	74 638	8	79 854
				15	75 842	9	81 460
				16	77 045	10	83 065
				17	78 249	11	84 670
				18	79 453	12	86 275
Instructor				Senior Instructor			
-----				-----			
1	37 318						
2	38 523						
3	39 727						
4	40 931			1	40 931		
5	42 135			2	42 937		
6	43 339			3	44 944		
				4	46 950		
				5	48 957		
				6	50 963		
				7	52 167		
				8	53 371		
				9	54 575		
				10	55 778		
				11	56 982		

20.04 Partial permanent appointments shall receive one sixth of the salary for the appropriate rank and step for each three credits taught in departments where the course load is eighteen credits, and one fifth of the salary for the appropriate rank and step for each three credits taught in departments where the teaching load is fifteen credits.

20.05 The stipend of members for all six credit courses in the evening extension and summer programmes shall be 0.16 times the floor of salary of an Assistant Professor in the current academic year.

For three credit courses, the stipend shall be 0.08 times the floor salary of an Assistant Professor. For three credit courses which include scheduled laboratory work, the stipend will be increased by 50%.

21.00 **BENEFITS**

21.01 The Corporation and the Association agree that all existing benefits be applicable to all full-time and partial members and shall remain in force except insofar as they are modified and/or extended by this Agreement.

21.02 Pension Plan

The Corporation and the Association agree to maintain the Pension Committee constituted in accordance with the relevant Legislation and the provisions of the Pension Plan.

The Pension Committee will look after the administration of the Pension Plan. This will include investment policies of the fund, analysis of investment returns, analysis of actuarial valuations. The Committee will also establish procedures which will make it possible to inform all participants of the Plan, of their interest in it, and of the general status of the Plan. The Pension Plan may not be amended without the written agreement of the Association and the Corporation.

21.03 The Corporation and the Association recognize the need to protect pension payments from the loss of purchasing power.

On July 1st of each year, during the term of the present Collective Agreement and the Collective Agreement immediately following, the pension payable to any member who has been in retirement or early retirement for at least one year shall be increased by a percentage equal to the percentage increase in the Canada Consumer Price Index during the 12 month period ending on December 31st of the preceding calendar year, subject to a maximum adjustment of 5% per annum.

These pension payments will be charged to the Pension Fund.

Indexation of pensions shall continue beyond the time limits imposed in the present Article

subject to the continued financial health of the Pension Fund. For the purposes of this Article, the financial health of the Pension Fund will be determined as though the accrued liabilities for early retirement had not been charged to the Pension Fund.

21.04 The Corporation and the Association agree that members holding temporary appointments will not participate in the Pension Plan.

21.05 Early Retirement

Three early retirement plans will be offered to all members under the following conditions:

Plan A

a) Early retirement under this plan will be available at the option of members who are 55 years of age and who have accumulated at least fifteen (15) years of pensionable service at this University.

Notwithstanding the above, for the purpose of this Article, the normal retirement age of members hired before the Executive Committee resolution of May 28th 1970 may be either 65, 66 or 67, at the member's option.

b) A pension calculated in accordance with Article 6.03 of the Pension Plan payable immediately upon retirement without any actuarial reduction.

c) The following bridge benefit will be paid from the date of early retirement to the date of attainment of age 65 (or age 67 for members referred to in 21.05a above)

21% of final average earnings not exceeding final average Yearly Maximum Pensionable Earnings (YMPE),

plus,

31% of final average earnings in excess of final average YMPE,

subject to a maximum equal to 1.44% of final average YMPE multiplied by the years of service at retirement, and to a maximum of the total of Quebec Pension Plan and Old Age Security pension payable at age 65.

The bridge benefits will be indexed in accordance with Provincial and Federal increases in the Quebec Pension Plan and the Old Age Security pension.

These pension payments be charged to the pension fund. Any decreased pension payments required by actuarial reduction to the bridging benefits for members who are not sixty (60) years of age, or who have not accumulated thirty (30) years of pensionable service or who do not meet the "rule of eighty (80)" (age plus years of pensionable service) will be borne by the University.

d) A retiring allowance will also be paid according to the following scale:

	Age				
	55-60	61	62	63	64
Years of Pensionable Service	% of Final Salary				
15	50	40	30	20	10
16	55	44	33	22	11
17	60	48	36	24	12
18	65	52	39	26	13
19	70	56	42	28	14
20	75	60	45	30	15
21	80	64	48	32	16
22	85	68	51	34	17
23	90	72	54	36	18
24	95	76	57	38	19
25	100	80	60	40	20
26	105	84	63	42	21
27	110	88	66	44	22
28	115	92	69	46	23
29	120	96	72	48	24
30+	125	100	75	50	10

e) Payment of the retirement allowance will be made by the University.

f) Members hired before May 28 1970 can opt for the allowances from ages 60 to 64 to be paid at ages 62-66 respectively. Members hired before May 28, 1970, who have attained age sixty (60) and/or (30) years of pensionable service, can opt to take this plan and they will be accorded two (2) extra years of pensionable service. Payment of a monetary equivalent of two (2) extra years will be borne by the University.

Plan B

g) Early retirement under this plan will be available at the option of members who will have accumulated at least fifteen (15) years of pensionable service and will be fifty-five (55) at the time of retirement. The earliest that members can opt for the full three-year option of Plan B is age fifty-two (52) and the latest that a member can opt for the full three-year option of Plan B is age fifty-seven (57).

- h) Members taking Plan B must sign a formal agreement to retire fully at the end of a maximum three-year period after signing on for this plan. In the last year(s) of service (to a maximum of three) the University agrees to pay the member 111.6% of the salary level of the member as determined by this agreement. The pension is then calculated in accordance with Article 6.03 of the Pension Plan payable immediately upon retirement without any actuarial reduction.
- i) The Sabbatical (Article 11), Research (Article 10.32), perfectionnement (Article 10.34) and leave without salary clauses (Article 10.29) of the Collective Agreement will cease to apply during the period of Partial Retirement.
- j) Members who opt for Plan B will not be eligible to receive Retiring Allowances, but will receive the bridging benefit as described in Article 21.05 c) until they attain the age of 65.

Plan C Partial Retirement

- k) Partial retirement under Plan C will be available at the option of members who will have accumulated at least fifteen (15) years of pensionable service and will be fifty-five (55) at the time of retirement. The earliest that members can opt for the full three-year option is fifty-two (52) and the latest that members can opt for the full three-year option is sixty-two (62). Members taking Plan C must sign a formal agreement to retire fully at the end of the period of partial retirement (a maximum of three years).
- l) In Plan C members will teach 50% of a normal workload during the period of partial retirement. In the first year the member will receive 100% of their salary, 90% in the second year and 80% in the third and last year. A member may also choose a sequence of salary payments which is the reverse of the above, namely 80% in the first year, 90% in the second year and 100% in the third year. In the last year of partial retirement members have the option of either receiving all moneys as salary or receiving half of the moneys as salary and half as a retirement allowance.
- m) The Sabbatical (Article 11), Research (Article 10.32), perfectionnement (Article 10.34) and leave without salary clauses (Article 10.29) of the Collective Agreement will cease to apply during the period of Partial Retirement.
- n) Members will make pension contributions during partial retirement that are based on the partial salary received. However, the University will make both its pension contributions based on the member's nominal full salary together with the difference between the member's actual contributions described above and the contribution that would be required by the member's nominal full salary. Group Life and Disability insurances will be based on the member's full salary.
- o) Members who are granted Partial Early Retirement will not be eligible to receive Retiring Allowances, but will receive the bridging benefit as described in Article 21.05 c) until they attain the age of 65.

21.07 Group Life Insurance

During the term of this Agreement, the Corporation shall pay 50% of the premium on this policy and the member shall pay the remaining premium. The Maximum Life Insurance will be \$250,000.

21.08 Long Term Disability

Members shall pay one hundred percent (100%) of the premium under this policy.

21.09 Health Insurance

The Corporation shall pay 100% of the costs of the health plan, including the extended benefits. Starting on July 1, 1998, Members of the Association will pay 100% of the premium of the dental plan.

21.10 There shall be a Joint Committee consisting of 2 representatives from the Association and 2 representatives from the Corporation for the ongoing review of group insurance plans.

21.11 Housing mortgage plan

The mortgage loans previously granted to full-time and partial permanent members shall be maintained under the following conditions:

- a) The interest rate for mortgages outstanding during the term of this agreement shall be 10%.
- b) The mortgages shall become due and payable if the member ceases to live in the house or ceases to be employed by the University, or if the house is sold.
- c) No new mortgage funds will be granted to members.

21.12 Campus Housing

When a house on Campus becomes available, it shall be assigned to a full-time member who wishes to rent a campus house for his/her own use, based not only on seniority in years of service at Bishop's but also on the needs of new Faculty appointments as determined by the Corporation in consultation with the relevant Appointments Committees. Notwithstanding the above, should the University require one or more of the houses to be utilized for other purposes, the APBU may agree given adequate consultation.

Effective July 1st 1990, the rental charged for these houses shall be increased annually by the same percentage as the increase given to the salary scale in January of that year.

The house located at 4 Harrold Drive will be used for general University purposes.

The house located at 5 Harrold Drive is the Principal's residence.

21.13 Parking

Parking fees are established by the Corporation after consultation with the University Parking Commission.

21.14 Liability Insurance

The Corporation shall maintain sufficient liability insurance to protect members from any civil action which might be brought against any member for any act or omission arising out of and during the course of the performance of duties required by his/her office, position, or employment.

21.15 Free Tuition

All members and annuitants and their dependents, and the dependents of former members, now deceased, shall be entitled to free tuition for all credit courses offered by Bishop's University. Dependents of a member are defined as his/her spouse and those children of the member for whom the member could claim income tax allowances.

22.00 **EXPENSES**

22.01 Travel and Accommodation Expenses

A member who travels on University business shall be entitled to claim and receive all reasonable and actual expenses in the following manner:

a) For travel expenses up to six hundred (600) kilometres from Bishop's University, a member may, at his/her choice, travel by car and receive an allowance of not less than 25 cents per kilometre, or travel by bus, rail, or air (economy class) from Montreal and receive actual cost, including an allowance for travel to Montreal and taxis, if necessary, at his/her destination. For journeys exceeding six hundred (600) kilometres, an allowance shall be paid for car travel or actual bus or rail fares for travel to Montreal, together with economy class air travel from Montreal to the destination, and any costs of taxis at the destination.

b) Actual hotel expenses shall be reimbursed at full cost on submission of receipts.

c) Actual costs of meals and other incidental expenses shall be reimbursed to the member in full on submission of receipts, or the member may at his/her choice, receive a daily subsistence allowance of thirty-five dollars (\$35.00).

22.02 Moving Expenses

To assist in the moving of personal and household effects and travel costs for a member, spouse and children, the Corporation shall pay to all new probationary or tenured members the actual moving costs up to a maximum total of \$1,500.00 plus 50% of the next \$1500.

If a probationary or tenured member leaves the University before the end of the second year he/she shall reimburse the corporation fifty percent (50%) of the amount received as moving expenses.

22.03 Conference and Professional Expenses

The Corporation expects the members to attend learned and professional conferences and therefore shall make available a sum of fifteen hundred dollars (\$1500.00) in each academic year for each member towards the cost of travel to and accommodation at learned or professional conferences and for the payment of professional expenses allowable by tax regulations. Proportionate sums of money based on course loads shall be granted to partial permanent members.

A member may at his/her choice accumulate this sum of money for a period of 3 years.

Whenever a member presents a paper at a conference, an additional sum of two hundred dollars (\$200.00) shall be paid.

These sums of money will be paid on production of an approved expense account.

22.04 The Corporation undertakes to maintain a Research Fund, a Publications Fund and a Teaching Innovation Fund in so far as resources permit.

23.00 **BUDGETARY ADVISORY GROUPS**

The Corporation and the Association agree that there will be full involvement of the members in the preparation of the operating and capital budgets of the University. It is therefore agreed that two members nominated by the Faculty Council will serve on the Finance Committee and two on the Building Committee of Corporation.

24.00 **CORRESPONDENCE**

All correspondence between the Association and Corporation arising out of this Agreement shall pass to and from the Principal of the University and the President of the Association. Where written notice is specified in the Agreement the University's internal mail service will be deemed adequate means. Where receipted delivery is specified the receipted delivery services of the internal mail service may be used, unless the intended recipient is known to be off campus, in which case ordinary receipted and registered mail shall be used.

25.00 **AMENDMENTS TO THE BISHOP'S UNIVERSITY ACT**

The Corporation agrees to consult the Association on any proposal to amend provincial statutes concerning Bishop's University.

26.00 **RULES, ORDERS AND REGULATIONS**

26.01 The Corporation agrees to consult the Association on any proposal to amend the existing Rules, Orders, and Regulations of Bishop's University.

Notwithstanding the above, no changes shall be made in the Rules, Orders, and Regulations, which affect the powers and functions of Senate as reflected in this Agreement, without the consent of Senate.

26.02 If revisions to the Rules, Orders, and Regulations are required because of conflicts with this Agreement, the matter shall be referred to the Joint Committee which shall recommend the necessary changes to the Rules, Orders, and Regulations.

26.03 The Corporation and the Association agree to abide by the Rules, Orders, and Regulations insofar as they do not conflict with this Agreement.

26.04 Where any conflict exists between the Rules, Orders, and Regulations and this Agreement, the Provisions of this Agreement shall be used and not the conflicting provisions of the Rules, Orders, and Regulations.

27.00 BINDING NATURE OF AGREEMENT

The terms and conditions of this Agreement shall, during the life of this Agreement, be binding upon the heirs, successors, transferees, or assignees of the Corporation and the Association.

28.00 COPIES OF THE AGREEMENT

28.01 The Corporation agrees to prepare copies of this Agreement and any and all appendices thereto, and, within thirty (30) days of ratification, to provide each member with a copy free of charge, and also provide free of charge to the Association an additional twenty (20) copies for its own use.

28.02 The Corporation agrees to provide each newly appointed member with a copy of the Agreement at the time of appointment.

29.00 TERM AND DURATION OF AGREEMENT

29.01 This agreement shall be binding and remain in effect from July 1, 1997 to June 30th 2000.

The Agreement shall remain in force and bind the parties until such a time as a new agreement is signed between them.

29.02 This Agreement shall have no retroactive effect except where otherwise stipulated in said Agreement.

30.00 CHANGES IN AGREEMENT

Any changes in or amendments to this Agreement deemed necessary during the life of this Agreement may be made by written agreement between the Association and the Corporation and filed in accordance with the provisions of the Labour Code.

31.00 JOINT COMMITTEE FOR ADMINISTRATION OF THE AGREEMENT

31.01 A Joint Committee consisting of two (2) representatives of the Association and two (2) representatives of the Corporation shall be established within fourteen (14) days of the ratification of this Agreement. Either party may at any time, but with fourteen (14) days written notice, replace any of its representatives.

31.02 Functions

Without prejudice to the functions and responsibilities of the various duly constituted bodies of the University, the Joint Committee shall concern itself with the following general matters:

- (a) the administration of the Agreement
- (b) the timely correction of conditions which may give rise to misunderstandings and grievances
- (c) the fulfilment of all tasks, implicitly or explicitly assigned to joint committees in this Agreement and required to bring into effect and implement the provisions of this Agreement.

Nothing in the foregoing shall prevent the parties from agreeing to expand on a parity basis the Joint Committee, or to form sub-committees thereof in order to expedite the administration of this Agreement.

31.03 Procedures

The Joint Committee shall meet as necessary. Either the Association or the Corporation may call a meeting on seven (7) days written notice. The parties shall exchange agendas at least forty-eight (48) hours prior to any meeting. All members of the Joint Committee must be present to constitute a quorum. Any settlement reached by the Joint Committee shall, when initialled by all the committee members, constitute Memoranda of Agreement between the parties.

31.04 The Association and the Corporation shall with no undue delay provide each other with such information as is necessary for the performance of the various functions assigned to the Joint Committee.

32.00 SIGNATURES

Signed on this _____ day of _____.

For the Association des professeur(e)s de Bishop's University

For the Corporation of Bishop's University

Principal

Vice-Principal

Negotiator

Negotiator